# The Solicitors' Journal.

LONDON, MAY 17, 1884.

## CURRENT TOPICS.

MR. JUSTICE NORTH, having returned from circuit, will resume his sittings in Chancery Court II. on Monday next.

IT IS UNDERSTOOD that all the courts in the Royal Courts of Justice will be closed on the 24th inst., being the day appointed to be kept as the Queen's birthday. Ord. 63, r. 2, of the Rules of the Supreme Court, 1883, provides that "it shall not be necessary for the Court of Appeal or the High Court of Justice to sit" on that day.

THE LIST of Dormant Funds in Chancery, now in course of preparation, to which we referred last week, promises to be an exceedingly valuable document. In addition to the meagre particulars formerly supplied, it will not only give a list, in alphabetical order, of plaintiffs' names, but also of the names of the several defendants. It will also supply the date when the account to which funds are standing was first opened, as well as the date of the last transaction with the fund, and a short history of it. These particulars, will, no doubt, be the cause of many anxious but abortive inquiries by persons supposing themselves to be entitled to funds long lost sight of; but they will, at the same time, probably be the cause of many successful claims being established. The last list published occupied forty-two pages of double column in the *Gazette*; the next list will, probably, occupy five times that space.

THE PUBLIC NOTARIES BILL, which was thrown out in the House of Lords on Tuesday, had its origin in a resolution passed at the annual provincial meeting of the Incorporated Law Society at Bristol in 1877, suggesting to the council that, "at a fitting time they should endeavour to bring about an alteration of the law in the direction of providing that all solicitors of ten years' standing should be eligible to be appointed to act as notaries." It is no secret that opinion in the council was not unanimous in favour of the Bill, and the petition which was presented against it, stated to be signed by 115 solicitors of the city of London, sufficiently showed that there was no less division of professional opinion outside the council. It must be admitted that there is no great demand for the change, and we doubt whether all the provisions of the Bill were advisable, but we are bound to say that many of the arguments urged against it were very wide of the mark. The Bill contained a clause saving the rights of any person who, on the 25th of March last, was on the roll of public notaries, and (departing considerably from the Bristol resolution) proposed, in effect, that any person who had obtained from the Incorporated Law Society a certificate that he had passed a notarial examination, and was a solicitor, or was qualified to be admitted as a solicitor, or had served as clerk or apprentice to a notary, might apply to the Master of the Rolls for admission as a public notary. It will be seen that there was no question of abolishing the "valuable professional class" of notaries, about the sad consequences of which the noble lord who moved the rejection of the Bill waxed so eloquent; there was no question of "throwing open the business of a notary to every solicitor in the country," about which Lord CAIRNS was so indignant; the proposal was in the direction of affording some guarantee to the public that persons calling themselves notaries should possess some qualification for the duties of a notary. Lord CAIRNS' proposition that "it was quite impossible that the ordinary solicitor could, with any safety, undertake the duties" of a notary, could only have been the result of ignorance on his part of the large number of solicitors who are also notaries. A glance at the list in the *Law List* of solicitors who are also notaries at Liverpool would suffice to show the possibility of combining the two offices.

A SOMEWHAT NOVEL point under the new Bankruptcy Act came before the judge of Birkenhead County Court the other day. A debtor filed his petition in that court, and a receiving order was at once made, and notices for the public examination of the debtor and the first meeting of his creditors were duly published in the *Gazette*. Within two days after filing his petition, however, the debtor was enabled, with the assistance of his father, to pay, and accordingly paid, all his unsecured creditors their debts in full, amounting in the aggregate to about £700. He thereupon applied to the court for leave to withdraw his petition, and that the receiving order should be rescinded, and the proceedings annulled; and in support of such application he filed affidavits of the payment of his creditors; but his application was refused, the county court judge stating that he could not then grant the application, whatever he might do afterwards. The course pursued by the judge seems to be in accordance with what was formerly the practice after an order of adjudication had been made, when it was held that an order annulling the same, with the consent of creditors, ought not to be made until after the first meeting of creditors had been held, and the creditors had been given an opportunity of proving their debts. It appears to us, however, somewhat harsh and scarcely necessary to apply that rule to the circumstances we have stated. Section 8 of the Act provides "(1) A debtor's petition shall allege that the debtor is unable to pay his debts, and the presentation thereof shall be deemed an act of bankruptcy, without the previous filing by the debtor of any declaration of inability to pay his debts, and the court *shall thereupon* make a receiving order. (2) A debtor's petition shall not, after presentment, be withdrawn *without the leave of the court*." It may be urged that sub-section 2 contemplates more particularly the withdrawal of a petition before a receiving order has been made, and that such order having been made in this case, the circumstances are different. But it will be seen that sub-section 1 does not provide for any interval of time taking place between the filing of a debtor's petition and the making of a receiving order, so that such a contention can hardly be maintained; and the fact of a debtor having, since the filing of his petition, paid all his creditors, we think, formed as strong a case it is possible to imagine to justify the court in granting leave for withdrawal. There seems to us to be a considerable difference between the making of a receiving order and an actual adjudication, and that, whilst it may be necessary in the latter case strictly to follow precedents, the same reasons do not apply in the case of the mere making of a receiving order. No one would be prejudiced by the withdrawal of the petition, for, supposing there to be a creditor who had not been paid, he would still be entitled to all his remedies against the debtor, whilst, on the other kand, to require the debtor, under the circumstances, to furnish a statement of his affairs, and submit to a public examination, appears to be needlessly cruel.

THE CASE OF *Duck* v. *Bates*, in which the Court of Appeal has affirmed the judgment of a divisional court (32 W. R. 169), to the effect that an amateur *gratis* representation of a copyright dramatic piece at Guy's Hospital did not render the giver of the entertainment liable to penalties for breach of copyright, is a case of so great consequence to dramatic writers or copyright-owners, on the one hand, and to the participators in private theatricals, on the other, that an appeal to the House of Lords would seem to be desirable. The facts were shortly these. The defendant, being a member of an amateur dramatic club, had thrice represented "Our

Boys," of the copyright in which the plaintiff was assignee, at Guy's Hospital, "for the entertainment of the nurses and others connected with the hospital." The admission was by free tickets, the expenses of the seats and costumes being borne by the governors of the hospital. Tickets were given to the physicians, surgeons, and some of the students, and also "to the members of the amateur club for their friends." About 170 people were present at each representation. The whole law of the subject is contained in 3 & 4 Will. 4, c. 15, ss. 1, 2. By section 1 the author or his assignee has the sole liberty of representing any play "at any place of dramatic entertainment whatsoever"; and by section 2, if any person represent a play without the consent of the author or assignee "at any place of dramatic entertainment," . . . "every such offender shall be liable for every such representation to the payment of an amount not less than forty shillings, or to the full amount of the benefit arising from such representation, or the injury or loss sustained by the plaintiff therefrom, whichever shall be the greater damages." The sole question in *Duck* v. *Bates* was whether the representation at Guy's Hospital was a representation at a "place of dramatic entertainment," and, as far as this is a question of fact, the county court judge had decided for the defendant. Two superior courts have now affirmed this judgment, but, considering the vagueness of the expressions used by the Legislature, and the dissent of Lord Justice FRY, the plaintiff's case is far from hopeless, although our own opinion inclines against him. It is material to point out that the Master of the Rolls has unhesitatingly expressed the opinion (1) that "where ladies and gentlemen go round the country, calling themselves this or that, and acting protected pieces in any room they can get, the proceeds being given to charity," they are liable under the statute; and (2) that persons may, in some cases, be liable under the statute, although spectators are admitted gratuitously. Both these points were somewhat doubtful before the recent decision, but, since the observations of the learned judge, the only safe course for amateurs who wish to represent "protected pieces" under circumstances which bring them "near the line," is to make terms with the owners of the copyright in such pieces.

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DECISIONS UPON QUESTIONS affecting deeds of assignment for the general benefit of creditors appear likely to form an important feature in the reports of bankruptcy cases in the future. That such questions so frequently arise is evidence that deeds of this description are now much oftener resorted to than previously, and this fact has at length been admitted by Mr. CHAMBERLAIN in the House of Commons, in reply to a question put to him by Mr. A. O'CONNOR on Monday last, though he states that they have not been resorted to to the extent currently reported. The case of *Ex parte Owen*, which we reported last week (*ante*, p. 497), is of considerable importance upon these deeds and the question of how far the law will assist in preventing them from being carried out. In that case the debtors, on the resolution of a very large majority of their creditors (passed on the recommendation of a committee of creditors, which had been specially appointed to make, and had made, an investigation of the debtors' affairs) assigned by deed all their estate for the benefit of their creditors as in bankruptcy, and the deed was afterwards executed by the bulk of the creditors. One of the non-assenting creditors, however, filed a bankruptcy petition, founded upon the act of bankruptcy committed by the execution of the deed by the debtors, and a receiving order was made thereon. This was opposed on the ground that the wish of so large a majority of the creditors to have the estate wound up under the assignment was a "sufficient cause," under sub-section 3 of section 7 of the Bankruptcy Act, 1883, for no order being made. This contention was overruled by the Court of Appeal, and the receiving order was affirmed, upon grounds which appear to us to be unassailable upon a true construction of the various sections of the Act. The discussion raised by the case will have a beneficial effect in clearing the way and settling the law with regard to such deeds. The attempt to make a private arrangement, accepted by the bulk of the creditors, binding upon a non-assenting minority, which would have been the effect of the case had the decision been the other way, was certainly an ingenious one, and not lacking in boldness, but a successful result could scarcely be expected. The only effect of the decision is to demonstrate—what we should have thought tolerably clear—that under the present Act an assignment for the benefit of creditors can only be carried through with the express or tacit assent of all the creditors, but that any creditor or creditors for the sum of £50 in the aggregate can defeat the deed by filing a bankruptcy petition within three months from its execution. This, however, does not prevent the attempt from being made, and, as experience shows, successfully made, in the great majority of cases; and we anticipate that the question will ere long be raised, as it was raised prior to the Act of 1861, as to how far a small non-assenting minority—in the great majority of cases for the mere purpose of getting an advantage over the other creditors—should be allowed to defeat the wishes of the bulk of the creditors by opposing a reasonable arrangement satisfactory to them. And it is not improbable that we shall have a revival in commercial circles of a movement, similar to that which preceded the Act of 1861, in favour of giving the majority of the creditors power to bind the minority without going into court. It is only the natural result of legislation of so drastic a nature as the new Bankruptcy Act. But it appears from Mr. CHAMBERLAIN'S remarks, to which we have already referred, that he has not yet come to that way of thinking, and that he relies upon future experience to show that proceedings under the new Act will be less costly than private arrangements, and that this fact and the absence of a public investigation, with other drawbacks, will in course of time make such arrangements less popular. For our own part, we anticipate exactly the reverse. Creditors are not so simple as to accept these arrangements without making any investigation, and, as a general rule, they place more reliance upon their own investigations than upon those of a Government official. And it is not the fees and percentages alone which creditors have to consider in calculating the costs of a bankruptcy, but also the sacrifice of assets caused by public exposure and "official" methods of collection and realization.

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WE REPORT elsewhere a case of *In re T. Brooke*, in which Mr. Justice CAVE has somewhat further developed the rules which he will observe in exercising the discretion given by section 55, sub-section (3), of the Bankruptcy Act, 1883, to impose terms as a condition of granting leave to disclaim a lease. In this case the trustee, on his appointment, entered into possession of the premises held by the bankrupt, and occupied them from the 11th until the 25th of March last. On the last-mentioned day he offered to deliver up possession to the lessor without prejudice to the lessor's claim for rent or his own right to disclaim. The lessor refused to accept possession, and the trustee thereupon gave notice of intention to disclaim. Mr. Justice CAVE gave leave to disclaim, subject to the trustee's paying to the lessor the rent *from the date of adjudication* and the lessor's costs. It seems to follow that if the trustee in bankruptcy enters into possession of the bankrupt's leaseholds, and continues in possession for any period, however short, he will only get leave to disclaim on the terms of paying the whole rent from the adjudication to the disclaimer.

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"L." writes to the *Times*:—"A day or two ago I deposited a provisional specification for a patent, and was told that as there had been nearly 7,500 patents taken out since the 1st of January, and there was a great arrear of work before the examiner, it would be three weeks or a month before I should know if my patent was accepted. This will be a great injustice to me, as I shall have better opportunities for pushing the patent during the next fortnight than I shall have during the ensuing twelve months, and it follows that because the office is shorthanded I must suffer. Surely this injustice to inventors should be at once remedied and a proper staff of examiners be appointed."

The writer of a biography in the *Times* of the late Mr. Benjamin says:—"He objected, and very naturally, to the interruptions of judges, who often make it extremely difficult to maintain any connected argument. A very learned lord having more than once interposed, met a proposition of Mr. Benjamin's with the ejaculation "Monstrous!" Mr. Benjamin tied up his papers, bowed, and retired from the House of Lords. The junior proceeded with the argument. The noble lord, with his usual generosity, publicly sent a conciliatory message to Mr. Benjamin, and Mr. Horace Davey, who was second counsel, was heard in reply, although the practice of the House of Lords was thus infringed upon, two counsel having already been heard on that side. The difference was afterwards entirely composed."

## ASSIGNMENTS OF *CHOSES IN ACTION.*

The case of *Burlinson* v. *Hall* (32 W. R. 492, L. R. 12 Q. B. D. 347) is one of considerable importance, as throwing light upon the somewhat obscure provisions of the 6th sub-section of the 25th section of the Judicature Act, 1873. That enactment provides that "any absolute assignment by writing under the hand of the assignor, not purporting to be by way of charge only, of any debt or other legal *chose in action*, of which express notice in writing shall have been given to the debtor, trustee, or other person from whom the assignor would have been entitled to receive or claim such debt or *chose in action*, shall be, and shall be deemed to have been, effectual in law, subject to all equities which would have been entitled to priority over the rights of the assignee, if this Act had not passed, to pass and transfer the legal right to such debt or *chose in action* from the date of such notice, and all legal and other remedies for the same, and the power to give a good discharge for the same without the concurrence of the assignor." The language of this provision has given rise to considerable discussion and doubt. The construction of the sub-section turns mainly on the two expressions "absolute," and "not purporting to be by way of charge only," and it is certainly not altogether easy to see what the framers of the sub-section exactly intended by those expressions.

To begin with, are they merely equivalents, or is there any difference between them? An assignment purporting to be by way of charge only may be said not to be "absolute," but it does not necessarily follow that, because an assignment does not "purport to be by way of charge only," that it therefore is "absolute." It may be said that an assignment may in equity be shown by parol not to be absolute, even though it purports to be so, and that, if it be in fact merely by way of security, it is not "absolute" within the sub-section; but, if so, what, it may be asked, is the use or meaning of the words "not purporting, &c.," for the expression "absolute" would seem, according to the contention, to have more than covered the ground that they cover? On the other hand, it may be argued that the words "not purporting to be by way of charge only" are by way of explanation of, and an equivalent for, the term "absolute," and, if so, it would seem that they must exclude all considerations but those arising on the face of the instrument, and then, if the assignment, on the face of it, does not purport to be by way of charge, it is absolute, and comes within the sub-section. In that case, the construction of the sub-section would seem to hinge upon the meaning of the word "charge." It seems to us, however, that the word "absolute" means more than this, though we should not be disposed to assent to the contention that, if you can prove by parol that the assignment was by way of security, you show that it is not absolute. The word "absolute" might be intended to exclude a mere executory agreement to assign, or an assignment to take effect on a contingency, as well as an assignment only purporting to be by way of charge.

In the case of *National Provincial Bank* v. *Harle* (29 W. R. 564, L. R. 6 Q. B. D. 347) there was an assignment of a mortgage debt by the mortgagee to his bankers to secure the balance of account due from him to them, with a proviso for re-conveyance if, on a day named, such balance was paid. Pollock, B., held that the assignment to the bank was not an absolute assignment not purporting to be by way of charge only within the Act, and therefore that the bank could not recover in an action for the debt in their own name. The ground of the judgment is that the proviso for re-conveyance sufficiently showed, on the face of the assignment, that it purported to be by way of charge only, and therefore the question did not arise whether parol evidence that the assignment was by way of security only would prevent its being within the sub-section.

The case of *Burlinson* v. *Hall* somewhat shakes the authority of *National Provincial Bank* v. *Harle*. The facts in that case were as follows:—One Tucker assigned to the plaintiff certain debts due from the defendant to him on trust that the plaintiff should receive such debts, and out of the money so received pay himself a sum due to him from Tucker, and pay the surplus to Tucker. The Court (Day and A. L. Smith, JJ.) held that this was an absolute assignment not purporting to be by way of charge only within the sub-section. It is not altogether easy to reconcile what the court said with the previous decision of Pollock, B., though it was suggested that the absence of a proviso for re-conveyance in the later case constituted a sufficient distinction between the cases. It may perhaps be said that in the case of *Burlinson* v. *Hall* the assignment was none the less absolute because there was a trust of the surplus proceeds of the debts, but A. L. Smith, J., plainly says that the distinction is not satisfactory, while Day, J., seems to hint that he very much doubts its validity. The result of the two decisions certainly is that the true construction of the section is left very doubtful.

It seems to us, notwithstanding the doubt expressed by Pollock B., that if the assignment purports to be absolute, and does not purport to be way of charge, it is within the section, although, in fact, it was made by way of security; for the express exception of assignments purporting to be by way of charge only seems to us to involve the inclusion of assignments not purporting to be by way of security; but we feel great difficulty as to the question what constitutes an assignment purporting to be by way of charge within the meaning of the section. We should be disposed to think that the probability is that the intention of the Legislature was to do away with the legal doctrine which forbade the assignment of a *chose in action*, and that, therefore, the scope of the sub-section was, that wherever it appears from the instrument that it is intended to pass the property in the *chose in action* to the assignee, and wherever it would have passed at law under the terms of the instrument but for the technical legal doctrine above mentioned, the assignee should be enabled in future to sue in his own name. If so, the word "charge" may be used, not as including all cases when the debt is assigned as a security, but as including only cases where the transaction does not amount to an assignment of the property in the *chose in action*, though there is a right given to the creditor to have his debt satisfied out of the proceeds thereof. It would, of course, be difficult in some cases to say whether there was an assignment, or merely a charge, within the meaning of the propositions for which we are contending. There are, however, many cases which suggest themselves where there would be what is sometimes called an equitable assignment of a *chose in action* in the sense of creating a charge, and giving to the incumbrancer a right to the satisfaction of his debt out of that fund, but clearly no appearance of any intention to assign the general property in, and dominion over, the fund to the incumbrancer. But there may, on the other hand, be an intention apparent in the writing to assign the fund in the proper sense of the term—viz., in the sense of passing the property in, and dominion over, the whole fund by way of security. Such an assignment may be subject to certain rights of the assignor, as, for instance, to an account of any surplus, or to redemption on payment of the debt, and so forth; but this is quite compatible, as in the case of a mortgage of land, with the security being by way of passing the property in the *chose in action*; not by way of charge upon it only. If it had been intended that an assignment by way of mortgage should be excluded from the section, one would have expected the word "mortgage" to have been used as well as "charge," or some general word, such as "security," which would include mortgages and all other forms of security. As it seems to us, though the word "charge," may, in popular phraseology, include a mortgage; regarded as a term of art, it can hardly be supposed to do so.

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On Tuesday the adjourned sitting for public examination in the bankruptcy of *Singleton and Tuttershall* was further adjourned until the 10th of June.

While riding in Rotten-row on Monday, Mr. R. B. Finlay, Q.C., was thrown from his horse and broke the upper part of his arm. He is stated to be progressing favourably.

In answer to Mr. A. O'Connor in the House of Commons on Monday Mr. Chamberlain said he had some reason to believe that private arrangements with creditors "have somewhat increased in number, although not to the extent currently reported."

On the 8th inst., in the House of Commons, Mr. Foljambe asked whether orders of quarter sessions which had been made effecting alterations in polling districts applied to the registers in force for the present year. The Attorney-General replied that all such orders made in the present year would have no effect until the new registers should come into operation, and, therefore, would not apply to any elections during the current year.

## THE WORKING OF THE NEW RULES OF THE SUPREME COURT.

An article in the *Times* of Wednesday last, which, if we may judge from certain indications, would appear to proceed from the same source as the inspired summary of the new rules which appeared before their publication in the same journal, deals with the question of the effect of the new rules as estimated by the experience of the Queen's Bench Division in the three months from the 25th of October, 1883, to the 24th of January, 1884. Looking first at the statistics as to the writs, summonses, and orders issued and made during this period, compared with those issued and made in the same period in the previous year, the writer finds a decrease in the number of writs issued of nearly 10 per cent.; in the number of summonses issued of 37·8 per cent.; and in the number of orders made of 39·3 per cent. He ascribes the falling off in the number of writs issued to the general slackness of legal business, and, after allowing ten per cent. from the decrease in summonses and orders as the proportion due to the decrease in the number of writs, he claims the rest of the decrease as due to the operation of the new rules. The main provisions which he specifies as having produced this effect are those—(1) simplifying pleadings, and, for the most part, preventing the necessity for applications to strike out and amend pleadings; (2) enabling a party to include in the same application any number of matters (ord. 54, r. 9) and providing for the "summons for directions" (order 30); and (3) providing (ord. 54, r. 21) for the appeal from the master to the judge by indorsement on the original summons, or by notice without a fresh summons. He proceeds, on the basis of the figures for the three months, to construct an estimate of the probable decrease for the whole year in summonses and orders in the district registries and the central office, and arrives at the conclusion that this decrease will amount to 17,344 summonses and 16,015 orders, from which he deduces the result that suitors will be saved in interlocutory applications at chambers "probably not less than £30,000 a year."

This is certainly a very remarkable mode of arriving at a conclusion. To ascribe all the decrease in the number of summonses and orders, except ten per cent., to the operation of the new rules is altogether to ignore the fact that the numbers of summonses issued and orders made fluctuated greatly under the former practice without any apparent cause. For instance, according to the judicial statistics, in 1877—78 there were 86,006 summonses issued and 73,210 orders made; while in 1879—80, only 63,677 summonses were issued and 49,801 orders made, showing thus a decrease of summonses in 1879—80, amounting, as compared with 1877—78, to no less than 22,329, and in orders of no less than 23,409. What is there to show that the decrease in the three months from October to January last may not be a fluctuation of the same kind? But, independently of this, three months' experience is obviously quite too short to afford any basis for an estimate of the effect of the new rules in decreasing applications at chambers.

The writer next proceeds to discuss the effect of the new rules as to pleading, which he says "appear to be working very smoothly." We remarked in our comments on these rules and the new forms of pleading when they first appeared that we should be surprised if they did not stand the test of experience as well as the historical examples on which they were founded; and we think the result, so far, has been to justify our expectation.

With regard to the new rules as to interrogatories and discovery, the writer claims that ord. 31, r. 26, has "abolished absolutely the prolix and rambling interrogatories of which such a scandalous abuse was made under the preceding rules; and interrogatories and discovery are now practically never asked for unless they are really required." There can, of course, be no doubt that the limitations imposed, and the deposit required, by the rules on interrogatories have naturally shortened them and diminished their number. Whether they may not have unduly abridged the opportunities which the litigant parties formerly enjoyed of securing proof for the purposes of the trial is another question. The writer, whose object is apparently to glorify the new system, unfortunately omits to notice the absurdity of the cost attending the getting of the deposit out of court. Our readers may remember that correspondents recently sent us a statement of the costs attending the payment into court and getting out of court of the £5 required by ord. 31, r. 26, to be paid into court. These costs amounted to £5 13s. 6d. for a deposit of £5!

In discussing the provision as to notice to admit facts—perhaps the chief novelty of the new rules—we pointed out the extreme care with which the notices would need to be framed and answered; and we are not surprised to find that the writer admits that "the solicitors do not appear as yet to have realized the advantages that may be derived from ord. 32, r. 4. At any rate, far less use has been hitherto made of it than might have been expected." A more correct statement would be that solicitors and counsel have "realized" very strongly both the dangers of volunteered statements and the difficulty of framing the demand for admissions in such a way that the party challenged, and who is only called upon to admit whether he does or does not admit a "specific fact," may not baffle his opponent's attempt. We question whether the writer will find that these provisions will "be more extensively used when those concerned have had more experience of them."

In one of the editions of the new rules we were accused of taking a "pessimist view" of the "omnibus summons." We certainly took an unfavourable view of the possibility of working the summons in the manner apparently intended by order 30 and the model summons given in the appendix to the rules. We pointed out that, "if all that was wanted was that the court should be able to keep under its eye the history of the case, and the number and character of the applications, the rule that assigns each cause to a judge or a master at once affords the means by which it could be done, and done far better than by this clumsy device," and we added that, "when the end to be attained has come to be understood, perhaps the 'omnibus' may be discharged in favour of a lighter vehicle." This appears to be what has actually happened, for the writer says that, "The effect of order 30 as to summons for directions has been much smaller than many persons anticipated. It is not very extensively used, and it is usual for the master or judge to make an order for the matters which may may be required at the moment, and to dismiss the application as to matters which may or may not be required at a subsequent stage of the proceedings. In fact, it may be said that order 30 in practice amounts to very little more than rule 9 of order 54, enabling the party to include several applications in the same summons."

The writer expresses a doubt whether the effect of the rules (ord. 54, rr. 13—18), assigning actions to particular masters in saving time in the explanation of matters, compensates for the worry it occasions in consequence of summonses to be attended by the same persons coming on at the same time before masters to be found in different parts of the Royal Courts of Justice. We do not imagine that our readers will have any doubt upon this question.

With regard to the effect of the slight restriction imposed by the new rules upon trial by jury, the writer points out that in the Middlesex cause list for the Hilary Sittings 473 cases were entered for trial with a jury, and 402 for trial without a jury, and that on the Winter Circuit a considerable number of cases were tried by a judge alone. The ultimate result will no doubt be, as we remarked last week, to a very great extent to supersede trial by jury in civil cases; and, for the reasons then given, we do not consider this an event to be deplored.

Upon the effect of the new scale of fees, the writer says:—"The increase in the fees on writs is rather a serious matter, considering that in the year ending the 31st of October, 1882, which is the last for which the judicial statistics are published, 55,748 writs were issued in the central office, and 30,798 in the district registries, making a total of 86,546 for the Queen's Bench Division. Now, in the year ending on the 31st October, 1883, 14,067 bills of costs were taxed in the Queen's Bench Division between party and party; but of these 22 only were taxed on the higher scale, and 14,045 on the lower. So that it may be taken that the fee has been doubled on sealing 86,411 out of the 86,546 writs issued, and thus a tax has been imposed on the suitors amounting to upwards of £21,600 per annum. . . . The imposition of these heavy fees works a serious injustice to the solicitors, whose capital is drawn upon to provide for the payments."

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The Grand Committee on Law, to whom the Bill Amending the Law of Evidence in Criminal Cases has been referred, sat on Thursday for the first time.

## RECENT DECISIONS.

### COMMON ORDER TO TAX.

(*In re Inderwick*, C. A., 32 W. R. 541.)

Section 8, sub-section 4, of the Solicitors' Remuneration Act provides that "if, under any order for taxation of costs [any agreement as to amount of remuneration authorized by that section], being relied on by the solicitor, shall be objected to by the client as unfair or unreasonable, the taxing master or officer of the court may inquire into the facts, and certify the same to the court." In the present case it seems to have been contended that the effect of this provision was that, by a common *ex parte* order, all disputes relating to special agreements for remuneration ought to be relegated to the taxing master, even though there was a controversy whether the relation of solicitor and client existed. The court unanimously decided that the sub-section left the practice as to common orders to tax unaltered, and Lord Justice Fry stated this practice to be that "a common order cannot be obtained where there is a special agreement, and a controversy whether the relationship of solicitor and client existed."

### REMEDY AGAINST JUSTICES FOR REFUSAL TO ACT.

(*Reg.* v. *Pilling*, 32 W. R. 593.)

It has been considered for many years, since *Reg.* v. *Aston* (1 L. M. & P. 491) was overruled by *Reg.* v. *Percy* (22 W. R. 72, L. R. 9 Q. B. 64), that 11 & 12 Vict. c. 44, s. 5, whereby, when justices refuse to do an act relating to their duties as justices, they may be compelled by rule instead of *mandamus* to do it, applies only to cases where the justices need protection from an action. This narrow and erroneous construction of the section proceeded upon its preamble, and upon its preamble only, which recites that "it would conduce to the advancement of justice, and render more effective and certain the performance of the duties of justices, if some simple means, not attended with much expense, were devised by which the legality of any act to be done by such justices might be considered and adjudged by a court of competent jurisdiction, and such justices enabled and directed to perform it without risk of any action or other proceeding being brought or had against them." Within two years of the passing of the Act, in *Reg.* v. *Aston* (*ubi sup.*), Wightman, J., sitting alone in the Bail Court, overruled a preliminary objection that the statute had the limited application only, pointing out that the operative part of the section expressly applied to "all cases where a justice of the peace shall refuse to do any act relating to the duties of his office." In *Reg.* v. *Percy* (*ubi sup.*), however, Blackburn, Quain, and Archibald, JJ., upon an *ex parte* application, in which *Reg.* v. *Aston* does not appear to have been cited, but in which it was stated that the practice for many years had been as there laid down, insisted upon a *mandamus* instead of a rule, on the ground that the generality of the operative words was controlled by the preamble. In the present case the decision of the court appears to overrule *Reg.* v. *Percy* in so many words; but it is material to point out that this overruling is technically *obiter* only, and not necessary for the judgment, for the application was made for, and the rule was made absolute for, a *mandamus*. That a *mandamus* could issue, whether justices need protection or not, is clear; but it was for a long time the practice of the court, in the exercise of its discretion, to refuse a *mandamus* to justices if obedience thereto would render them liable to an action (see *R.* v. *Dayrell*, 1 B. & C. 485, and many other cases; Burns' Justice, tit. Mandamus). This led to the passing of 6 & 7 Vict. c. 67, s. 3, whereby the issue of a peremptory writ of *mandamus* was made an indemnity to all persons acting in obedience thereto, and it will be found that rule 12 of order 53 of R. S. C., 1883, contains the substance of this enactment, which, together with the other sections of 6 & 7 Vict. c. 67, is repealed by the Statute Law Revision and Civil Procedure Act, 1883 (46 & 47 Vict. c. 49).

### EMPLOYERS' LIABILITY ACT.

(*Heske* v. *Samuelson & Co.*, 32 W. R. 595.)

An accident to a workman from a machine unsuitable for its purpose is a "defect in the condition" of machinery within the meaning of section 1 of the Employers' Liability Act, 1880. That is the simple point decided by this case, in which a county court judge had ruled the contrary, but Lord Coleridge, C.J., and Stephen, J., granted a new trial on the ground of misdirection. "The duty" of the workman was "to fill barrows with coke at the bottom of a lift, which consisted of two platforms, one platform going up and one platform going down alternately. The lift was eighty-five feet high. Whilst one platform was ascending a piece of coke fell out of a barrow which was on it and struck and killed the workman." It had been contended at the trial that the edges of the platforms were too low, and that if they had been higher, the accident could scarcely have occurred, but the county court judge had held that this would have amounted to unsuitability of machinery only, and that unsuitable machinery was not defective within the meaning of the Act. The decision is of some importance as showing the alteration which the statute has made with regard to the knowledge of the workman. At common law the master was bound to provide good machinery, but was not liable to a workman knowingly using bad (*Dynen* v. *Leach*, 26 L. J. Ex. 231). The statute continues the liability notwithstanding the knowledge of the workman, although it also provides (section 2, sub-section 3) that the master shall not be liable if the workman knew of the defect, and did not give notice of it to the employer or some superior, "unless he was aware that the employer or such superior already knew of the said defect." Of unsuitability such as that in the present case both workman and employer, or, at any rate, some "superior" must have been well aware. As for the decision itself, there is a decided tendency on the part of the courts to construe the Act liberally in favour of workmen, and we think the tendency a correct one, and the decision right. Had the statute been a penal one, the construction ought to have been otherwise, for it is impossible to say that the case does not come near the line; but looking to the comprehensiveness of the expression, "by reason of any defect in the condition of the *ways, works, machinery, or plant connected with or used in*" the business of the employer, it is hard to say what badness or unsuitability is not included therein.

## REVIEWS.

### ECCLESIASTICAL COURTS.

SUMMARY OF THE ECCLESIASTICAL COURTS COMMISSION'S REPORT, WITH A REVIEW OF THE EVIDENCE. By SPENCER L. HOLLAND, Barrister-at-Law. Parker & Co.

This is a very carefully executed book, and will be of great service to those who may desire to make themselves acquainted with the contents of the two large volumes which contain the report of, and evidence taken by, the recent Ecclesiastical Courts Commission. Mr. Holland has arranged the vast mass of information collected by the commissioners in a most convenient manner. First, he summarizes the report itself; secondly, the learned historical appendix of Dr. Stubbs, which some careless critics have supposed to be absolutely identical with the historical portion of the report; and, lastly, the evidence given, more particularly with reference to the legislative action of convocation and to the possible position of the Church of England as a "free Church in a free State." We may, perhaps, express a doubt whether the author has not somewhat exaggerated the importance of the report as marking "a *datum* in the history of the English Church." It may, indeed, do so if legislation follow upon the lines of its recommendations. But whether legislation follows or not, it is certain that the commissioners have collected a body of information indispensable to any writer who in future may attempt to solve the thorny problems involved in the conflict between the jurisdiction of the Church and the civil magistrate. Mr. Holland's book is a good and accurate guide to what would otherwise be to the ordinary reader a most perplexing labyrinth.

### COMPANY PRECEDENTS.

COMPANY PRECEDENTS, FOR USE IN RELATION TO COMPANIES SUBJECT TO THE COMPANIES ACTS, 1862 TO 1883. WITH COPIOUS NOTES. By FRANCIS BEAUFORT PALMER, Barrister-at-Law. THIRD EDITION. Stevens & Sons.

In the present edition Mr. Palmer has devoted a separate division to the subject of "Private Companies," which, in recent years, have become so common. Both his introductory notes on this subject and the large number of special clauses he has given will be found of great value to the draftsman. He has also added separate divisions

relating to Policies and Writs. For the introduction of the former there may be some justification in the scanty supply of forms in the precedent books, but we are disposed to doubt whether the subject is quite within the scope of the book. We find the forms of objects clauses in memoranda of association and of clauses in articles largely increased in number. As we remarked with reference to the last edition, a study of the objects clauses in the successive editions of this book would afford a curious index to the hobbies of the day. Thus the Skating Rink appeared in the previous editions, but has now dropped out. Coffee Taverns and Temperance Music Halls appeared in the last edition for the first time. The Coffee Tavern remains in the present edition, but the Temperance Music Hall has disappeared. We have now for the first time Electric Light and Electric Light Apparatus Manufactures, and Club (Political). The division relating to agreements has also been largely added to. The notes we have examined we have found to contain an accurate statement of the recent decisions. We should have expected, however, to find, at p. 341, a discussion of the effect of *In re Dronfield Company* (L. R. 17 Ch. D. 76), and *Colville's case* (48 L. J. Ch. 633), on the question which so often arises with reference to private companies, whether provisions in the memorandum and articles that in default of purchase by another member of the company the shares of a retiring member may be bought by the company, are valid. We do not find any reference to the last-mentioned case in Mr. Palmer's book.

### COMPENSATION.

THE LAW AND PRACTICE OF COMPENSATION. By SIDNEY WOOLF and JAMES W. MIDDLETON, Barristers-at-Law. W. Clowes & Sons, Limited.

This book is a "collated and annotated" edition of the statutes relating to compensation for taking or injuriously affecting lands. The authors set out the Lands Clauses Acts, Scotch as well as English, and, with complete fulness, such parts of the Railways Clauses Act, the Artisans' Dwellings Acts, the Public Health Act, the Education Act, the Metropolitan Paving Act, "and other public Acts, English, Irish, and Scotch" (many of which incorporate the Lands Clauses Act with material amendments) as bear upon the subject. There is a very good introduction, showing the bearing and effect of the various Acts, and a copious collection of forms, which are seventy-six in number, and include precedents of bills of costs. The annotations of the Lands Clauses Act are very full and careful, and of course form the most important part of the book. We have tested them in three separate places—(1) in connection with section 34 of the Lands Clauses Act; (2) in connection with the well-known *Stockport case* (12 W. R. 762); and (3) in connection with the question whether (see *Hooper* v. *Bourne*, 25 W. R. 672) the obligation to sell superfluous land attaches in the case of lands acquired by agreement, but not for extraordinary purposes. The cases on the 34th section of the Lands Clauses Act are treated extremely well, but in the two other instances we have found the annotations to be somewhat defective, though we cannot call them incorrect. The *Stockport case* is treated as undoubted law, whereas it has been frequently criticised by high authorities (see, especially, *per* Blackburn, J., in the *Duke of Buccleuch's case*, L. R. 5 Ex. 221); and after the citation of *Hooper* v. *Bourne*, we read, "See *contrà*, *Horne* v. *Lymington Railway Company* (31 L. T. N. S. 167)." The authors have, we think, met, as well as it can be met, the great difficulty of treating, by way of notes to separate sections, the long series of complicated cases which have arisen upon them, by frequent divisions and summaries, with separate heads. The notes upon statutes, other than the Lands Clauses Act and the compensation clauses of the Railways Clauses Act, are as a rule few and far between. The index, though in the main good, is here and there defective in duplicate titles. The table of cases contains full references to all the series of reports.

### ADVOCACY.

HINTS ON ADVOCACY; CONDUCT OF CASES CIVIL AND CRIMINAL; CLASSES OF WITNESSES AND SUGGESTIONS FOR CROSS-EXAMINING THEM, &c., &c. By RICHARD HARRIS, Barrister-at-Law. SEVENTH EDITION. Stevens & Sons.

In noticing previous editions of this work we have expressed our opinion of the good sense and shrewdness which characterize it; and after again perusing the book we see no reason to qualify our praise. It is full of hints which will be of service even to the comparatively experienced advocate, and for the young advocate we know of no better manual. As there seem to be no material changes in this edition, we need not dwell further on the book, except to express our regret at the sneer at "a Chancery Q.C." which occurs in the new preface. We suspect that if the Q.C. could be heard in reply he would not assent to Mr. Harris's conclusion that he was perfectly serious in ordering roast beef for lunch "because he was going to cross-examine a witness." Chancery Q.C.'s may not be very brilliant cross-examiners, but they are not idiots. It would be more useful if in his next preface Mr. Harris would consider the question how far the art of cross-examination is likely to survive the impending disuse of trial by jury in the majority of civil actions. There is an impression prevalent among men well fitted to form an opinion that trial before a judge alone is not very favourable to the practice of the art.

### VENDORS AND PURCHASERS.

A CONCISE MANUAL OF THE LAW RELATING TO VENDORS AND PURCHASERS OF REAL PROPERTY. By HENRY SEABORNE, Solicitor. THIRD EDITION. Butterworths.

We cannot say very much for the way in which Mr. Seaborne has incorporated the recent legislation in his new edition. He usually reprints verbatim the sections relating to the subject in hand, leaving his readers to find out their meaning by the light of nature. Thus we have, at p. 147, a reprint, extending over twenty-seven pages, of sections of the Settled Land Act, and at p. 199 a reprint, extending over twenty-five pages, of sections of the Conveyancing Act, 1881, without a single observation as to their construction. Nor has Mr. Seaborne been in all cases very diligent in collecting the cases on the subjects discussed in his book. We find no mention of *Cooper* v. *Macdonald* (26 W. R. 377, L. R. 7 Ch. D. 288) at p. 56 with respect to curtesy out of an estate limited to the separate use of a married woman; and at p. 364 no reference is given to the important case of *In re Bellamy's Contract* (31 W. R. 900; L. R. 24 Ch. D. 387).

### SOLICITORS' BOOKKEEPING.

KAIN'S SOLICITORS' BOOK-KEEPING. By G. J. KAIN. TENTH EDITION. Waterlow Bros. & Layton.

This system generally is not a new one, but we observe in the edition now before us one point is dealt with which appears to be of great importance. We refer to the suggested mode of ascertaining the net *realised* profits of a solicitor's business (p. 44). Whether the plan the author proposes to adopt will work or not in actual practice, remains of course to be seen, but, if not quite complete, the author is entitled to the credit of having started a mode of solving a very difficult question, and one which we think has not hitherto been attempted in former editions. It would have been of further assistance if in the appendix the author had devoted a page to a specimen of entries showing the working of his plan, as he would then have given proof of what now remains for the book-keeper to work out for himself.

### JUDICATURE RULES.

BAXTER'S JUDICATURE RULES AND CASES (FORMING A SUPPLEMENT TO THE FIFTH EDITION OF BAXTER'S JUDICATURE ACTS AND RULES, 1873—1883). Butterworths.

In this little book Mr. Baxter gives the order as to court fees; the rules as to Examiners of the Court; the Supreme Court Funds Rules, with short notes and cross references; and other recent regulations and orders; and adds notes of the decisions on the R. S. C., 1883, reported up to March last, arranged according to the orders and rules to which the decisions relate, and with references to the pages of his edition of the Judicature Acts. This collection of cases will be found of much service to the practitioner. It appears, so far as our observation has gone, to have been carefully carried out.

## CORRESPONDENCE.

### MARRIED WOMEN'S PROPERTY ACTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I quite agree with the article hereon in your number of the 3rd inst. as to settling by the Bill now before Parliament the rights of the husband under section 1 of the Act of 1882.

If it is decided that the husband is *not* entitled to any share or interest in the separate property of his wife upon her death intestate, should not this fact be prominently brought by solicitors to the notice of their clients, in cases in point, so that the wife could, if so inclined, give something out of her separate property to her husband?

The same remarks apply if there is *doubt*; as, if a will is not made made, an action may not be unnecessary to determine the rights of a wife's remote next-of-kin and her husband.

Stroud, May 12. ROBERT H. B. PARSONS.

[The Scotch Married Women's Property Act, 44 & 45 Vict. c. 21, s. 6, expressly provides for the rights of the husband on the death intestate of the married woman, and we have some reason to believe

that the Lord Chancellor has under consideration the desirability of including some amendments in the Bill now before Parliament.—ED. *S.J.*]

### THE LAW LIST.

[*To the Editor of the Solicitors' Journal.*]

Sir,—My attention has been called to the erroneous entry in the present *Law List* of my name as a member of the firm of Lake, Beaumont, & Lake, of Lincoln's-inn, and I shall be glad if you will allow me to correct that error by means of your journal. I am not, and never have been, a member of that firm, and can only account for the mistaken entry by supposing that a blunder was made at Somerset House when the duty on my certificate was paid by one of their junior clerks whom I asked to do so.

ARTHUR S. FRANCIS.

2, Berkeley-street, Piccadilly, London, May 8.

## THE NEW PRACTICE.

R. S. C., 1883, ORD. 36, R. 1—CHANGE OF VENUE—ACTION ASSIGNED TO CHANCERY DIVISION.—In a case of *Philips* v. *Beall*, before the Court of Appeal on the 6th inst., a question arose as to changing the venue for the trial of an action assigned to the Chancery Division. The action claimed payment of the amount due on a bond executed by the defendant as collateral security for a sum of £600, which was secured by mortgage of a house in Liverpool. The defendant had, in fact, repaid the mortgage debt to the plaintiff's solicitors, but they had misappropriated the money. The plaintiff had also executed a re-conveyance of the property to the defendant. He alleged that his solicitors had no authority to receive the mortgage money, and he claimed, in the alternative, foreclosure, or re-conveyance of the property by the defendant. The writ was issued out of the Liverpool District Registry in the Chancery Division, and was assigned to Bacon, V.C. In his statement of claim the plaintiff named Liverpool as the place for the trial of the action, and on the 24th of April he gave notice of trial at Liverpool without a jury. On the 6th of May, on the application of the defendant, Bacon, V.C., made an order to change the venue to London, on the ground that the action was one specially assigned to the Chancery Division. Rule 1 of order 36 provides that "every action in every division shall, unless the court or a judge otherwise orders, be tried in the county or place named in the statement of claim." Rule 1 of order 36 of the Rules of 1875 provided that, "when the plaintiff proposes to have the action tried elsewhere than in Middlesex he shall, in his statement of claim, name the county or place in which he proposes the action shall be tried, and the action shall, unless a judge otherwise orders, be tried in the county or place so named." The Court of Appeal (BAGGALLAY, COTTON, and LINDLEY, L.JJ.) discharged the order. They said that rule 1 of order 36 was differently worded from the corresponding rule in the Rules of 1875, and it applied to actions specially assigned to the Chancery Division equally with all other actions. The mere fact that the action was specially assigned to the Chancery Division did not, therefore, afford any reason why it should not be tried at Liverpool, and no other reason had been shown for changing the place of trial.—COUNSEL, *F. H. Mellor; Marten*, Q.C., and *T. Brett*. SOLICITORS, *Chester & Co.; G. L. P. Eyre & Co.*

R. S. C. 1883, ORD. 9, R. 8, ORD. 12, R. 30—ACTION AGAINST CLUB—SERVICE OF WRIT ON SECRETARY.—In a case of *Grossman* v. *The Granville Club*, before Bacon, V.C., on the 9th inst., an application was made to discharge the service of the writ and all the subsequent proceedings. The plaintiff, A. J. Grossman, claimed to be a member of the Granville Club, Dover, and commenced an action to enforce his rights, wherein he named the club as defendants, and served the writ upon G. H. Smith, the secretary of the club. For the motion it was argued that a writ could not properly be served on the secretary of a club; whilst the plaintiff in person contended that, under ord. 9, r. 8, this was the proper course. BACON, V.C., said that the defendant had served the wrong party. He did not go on the merits of the case, but a club was not a society or fellowship for which statutory provision had been made; and the persons against whom relief was sought were not named. The service was clearly irregular, and must be discharged. Order in the terms of the notice of motion.—COUNSEL, *Marten*, Q.C., and *Phipson Beale*. SOLICITORS, *Sharpe, Parkers, & Co.*, for *E. W. & V. Kureker*, Dover.

### PRACTICE APPEALS.*

QUEEN'S BENCH DIVISION.

Before GROVE, J., and HUDDLESTON, B.

May 8.—*Rich* v. *Darret* (*Hall, Third Party*).

Ord. 16, rr. 48, 52.

Where judgment has been obtained by a plaintiff against a defendant, under order 14, a judge cannot give directions as to the trial of the question of the liability of a third party brought in under ord. 16, r. 48.

* Reported by CHARLES CAGNEY, Esq., Barrister-at-Law.

*Gloucestershire Banking Company* v. *Phillips* (*ante*, p. 358) observed upon.

Appeal by the defendant from an order of Brett, J., at chambers, affirming an order of the master, refusing to give directions as to the trial of the question of the liability of the third party to the defendant, or to order judgment to be entered for the defendant against the third party.

The action was for rent due from the defendant to the plaintiff under a covenant in a lease, and a summons under order 14 was taken out by the plaintiff. The defendant obtained leave, under ord. 16, r. 48, to serve Hall with a notice of the claim, as being the assignee of the defendant's term, and bound by covenant to indemnify the defendant in respect of any breaches of the covenant of the lease under which the defendant held.

A third-party notice was accordingly served upon Hall upon the 8th of February, and with it a copy of the affidavit filed by the plaintiff upon his application for judgment. On February 12 Hall entered an appearance, and upon the same day, the defendant having in vain attempted to get the summons under order 14 adjourned, the plaintiff obtained judgment, which was signed upon the 13th. The defendant afterwards took out a summons for judgment against the third-party, which, by leave of the master, was amended by adding in the alternative an application for directions.

The master refused to allow judgment against the third-party, and considered he had no power to give direction, Judgment having been signed by the plaintiff under ord. 14. Brett, J., on appeal, confirmed the master's order.

*Smith*, for the defendant.—The defendant is entitled to judgment against Hall. The principal object of the modification of the thirty-party rules is to allow judgment to be obtained in the original action against the third-party, which could not have been done under the old rules. There is no question proper to be tried as to the liability of Hall, and, therefore, the defendant is entitled to judgment against him under ord. 16, r. 52. *Gloucestershire Banking Company* v. *Phillips* (*ante*, p. 358) *Caister* v. *Chapman* (*ante*, p. 270; *Flower* v. *Todd* (*ante*, p. 301). If the third party is to have leave to defend, then direction should be given as to trial, otherwise the third party procedure proves abortive. By ord. 16, r. 52, the court or a judge may order the question between the defendant and the third-party to be tried in such manner at or after the trial of the action, as the court or judge may direct. It is said when judgment has been given under order 14, it is too late to apply for directions; that is not so, for there has been a trial; evidence has been taken upon affidavit; and the issue has been tried.

*English Harrison*, for the third party.—As for the application of the defendant for judgment, Hall has a good defence to the claim. Hall has assigned his interest to Green, who has been party to an agreement with the plaintiff and the defendant, and has paid the plaintiff a sum of money in respect of the subject matter of the action. Then as to directions. Judgment having been signed by the plaintiff under order 14, the third party procedure ceases to be applicable. This is shown by the words employed in the form of the third party notice (R. S. C., 1883, App. B., Form 1). If the court has discretion under ord. 16, r. 52, to give directions, it will not use that power to the injury of Hall, who desires to bring in Green, as liable to indemnify him. If the defendant sues Hall in the ordinary way, Green can be brought in as a third party. It is very doubtful whether he can be brought in as a fourth.

GROVE, J.—Under ord. 16, r. 52, an application for directions by the defendant must be made at a stage of the proceedings when it is possible that there may still be a trial of the action between the plaintiff and the defendant. When judgment has been signed under order 14, there has not been, and there can no longer be, a trial. I should have thought that an application for judgment against the third party must, under the rule, also be made at a similar stage. The point was not raised in the case of *The Gloucestershire Bank* v. *Phillips*, which is, therefore, not an authority upon the subject. Here I am satisfied that there is a question proper to be tried between the defendant and Hall, and, therefore, the defendant is not entitled, in any view, to judgment. Then, as to directions, it appears that Hall claims a remedy over against Green. It is clear that Hall could not have judgment against Green as a fourth party, even if the latter could be brought in as such. The case of *Walker* v. *Balfour* (25 W. R. 511), and *The Yorkshire Waggon Company* v. *Newport Coal Company* (L. R. 5 Q. B. D. 268), show that that is very doubtful. Even if directions could be given after the plaintiff has obtained judgment under order 14—which, as I have said, I do not think to be so—the court should not, in such circumstances, exercise the power. The defendant must proceed against Hall in the usual course by action.

HUDDLESTON, B.—I am of the same opinion.

Appeal dismissed, with costs.

Solicitors for the defendant, *Surr & Gribble*.

Solicitor for the third party, *Doyle*.

May 9.—*Weal* v. *Garnet*.

Ord. 31, rr. 12, 13.

Copies of letters written by the solicitor of a party, in answer to communications from other persons relating to the subject-matter of an action, must be disclosed in an affidavit of documents.

This was an appeal by the defendant from an order of Field, J., requiring on his part a further and better affidavit of documents.

The action was based upon an agreement between the plaintiff and the defendant, whereby the defendant contracted to collect, through his solicitor, certain debts due from other parties, in which both the plaintiff and the defendant were interested, and, after the defendant himself

should have received an agreed amount, to account for and pay over to the plaintiff all sums received on account of such debts, deducting his solicitor's costs of collecting them. Disputes having arisen with respect to the amount charged for costs in collecting certain of the said debts, the plaintiff brought this action for an account of the moneys received by the defendant and the costs for which the defendant was entitled to charge.

The defendant, in his affidavit of documents, disclosed letters received by his solicitor in the course of the collection of the moneys in question from the persons indebted, which letters had indorsed upon them words indicating that they had been answered by the solicitor employed to get in the debts. The affidavit made no mention of any copies of answers to these letters. Upon this ground Field, J., ordered the defendant to make a further and better affidavit.

*G. Cave*, for the defendant.—Even if the solicitor made copies of his answers to the letters received by him, such copies were made for his own purposes, and in no way belong to his client, the defendant. It does not appear that he has charged for any such copies, and, if they exist, they are not in any sense in the possession of the defendant: *In re Thompson* (20 Beav. 545); *Earl of Eglinton* v. *Lamb* (30 L. J. Ch. 113).

*McClymont*, for the plaintiff.

The Court.—The letters to the solicitor being scheduled, his agency is admitted, and *primâ facie* his possession is that of the party. The copies, therefore, must be accounted for in the affidavit. If brought within the authorities cited, they may not be liable to production, but they must be scheduled.

Appeal dismissed, with costs.

Solicitors for the plaintiff, *Weal & Barker.*

Solicitors for the defendant, *Cave & Cave.*

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May 12.—*Apps* v. *W. H. Smith & Son.*

Ord. 52, rr. 1, 2, 3.

An appeal to the Divisional Court from an order of a judge in chambers refusing an application for a rule *nisi* for *certiorari* to bring up a case from a county court must be by notice of motion.

The plaintiff was the high bailiff of the county court of Bishop's Waltham. The action was brought in that court for the cost of an abortive execution at the suit of the defendants.

*Prosser*, for the defendants, moved *ex parte*, on appeal from Mathew, J., for a rule *nisi* for a *certiorari* to bring the action into the Queen's Bench Division.

The Court.—Such an appeal cannot be heard *ex parte*; the plaintiff should have received notice of the motion.

Solicitors, *Oliver & Campion.*

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May 12.—*Leslie* v. *Clifford.*

Ord. 49, r. 2.

Transfer of action for partnership account to the Chancery Division.

This was an appeal by the defendant from the decision of Mathew, J., in chambers, refusing an order to transfer the action to the Chancery Division.

The writ claimed that an account should be taken under certain articles of partnership entered into on the 28th of August, 1878, between John Billinghurst and the defendant, and of moneys had and received by the defendant for the use of the said Billinghurst, otherwise than under the partnership. The plaintiff sued as the trustee in liquidation of the said Billinghurst.

*E. Pollock*, for the defendant.—By order 34 of the Judicature Act, 1873, the taking of partnership accounts is assigned to the Chancery Division. Order 15 of the Rules of 1883 provides for the taking of accounts in the Queen's Bench Division in certain cases; but it was not intended that intricate and voluminous accounts should be taken in this division, which is not provided with machinery for the purpose. He relied on *Hillman* v. *Mayhew* (L. R. 1 Ex. D. 132), *Storey* v. *Waddle* (L. R. 4 Q. B. D. 289), *Holloway* v. *York* (L. R. 2 Ex. D. 333). [Huddleston, B.—Have you the consent of the President of the Chancery Division?] The present practice is to obtain the order of the division from which it is sought to transfer the action before applying for the consent of the President.

*Bonsey*, for the plaintiff.—Section 33 of the Act of 1873 provided for the distribution of business in such manner as might be determined from time to time by rules of court. The taking of partnership accounts was only assigned to the Chancery Division in the meantime, and subject to such rules of court. Under order 15 of R. S. C., 1883, such accounts may now be taken in the Queen's Bench Division (*York* v. *Stowers*, *ante*, p. 46).

The Court ordered that the action should be transferred to the Chancery Division. When an action was brought specifically for an account of partnership transactions under section 34 of the Judicature Act, 1873, the jurisdiction properly belonged to the Chancery Division. From the affidavits it appeared that the accounts of this partnership extended over a period of four years, and the fact that the services of a chartered accountant had, on previous occasions, been engaged in connection with them showed that they were voluminous. It could not have been intended by order 15 that such accounts should be taken in the Queen's Bench Division, which had no machinery adapted to the purpose. The time of the masters ought not to be so occupied.

Appeal allowed, without costs.

Solicitor for the plaintiff, *Ditton.*

Solicitors for the defendant, *South, Stacey, & Castle.*

May 10.—*Guarducci* v. *Davies.*

Ord. 27, r. 15—Setting aside judgment in default.

This was an appeal from Mathew, J., refusing to set aside a judgment obtained by the plaintiff in April, 1878, unless the defendant should pay into court within a week, £1,000, to abide the event of an issue which should be directed to try the question whether circumstances which were alleged to have taken place after the date of the judgment had deprived the plaintiff of his right to execute it.

In April, 1878, the plaintiff recovered judgment in default against the defendant for £1514 and costs of an action upon certain bills of exchange drawn by the Florentine Land Company and accepted by the defendant, payable to the plaintiff or order. Upon this judgment, *fieri facias*, issued on the 12th of March, 1880, to which a return of *nulla bona* was made.

Upon the 8th of April, 1884, the defendant applied to have the judgment set aside under ord. 27, r. 15, and in his affidavit alleged that the bills had been accepted by him as surety for the drawers, for their accommodation and without consideration, as the plaintiff was aware; that after the judgment, in 1880, the plaintiff, without the consent or knowledge of the defendant, sold his claim upon the bills to third parties, giving notice to the drawers, and discharged them from any liability to him in respect of them. That the plaintiff had, nevertheless, since that date, issued execution and intended taking further proceedings.

This affidavit was supplemented by another, setting out the information upon which the defendant relied for his statement that the plaintiff had sold the bills of exchange and released the drawers. The plaintiff in his affidavit categorically denied the allegations above mentioned, and produced the bills of exchange, which bore no indorsement to the alleged purchasers.

*Moulton*, for the defendant.

*Pollard*, for the plaintiff.

The Court considered that if the affidavits filed on behalf of the defendant had been sufficiently precise as to the facts alleged, the defendant would have been entitled to raise the defence suggested. Whether or not, the plaintiff, by releasing the drawers and parting with the bills, would have lost his right to enforce his judgment against the defendant was a difficult and doubtful question. It was not necessary to decide it, as the affidavits of the defendant, which, upon the the material points rested in hearsay evidence, were outweighed and overborne by the positive testimony upon oath of the plaintiff.

Appeal dismissed with costs.

Solicitors for the plaintiff, *Freshfields.*

Solicitors for the defendant, *Rawlins.*

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# BANKRUPTCY CASES.*

## QUEEN'S BENCH DIVISION.

### In Bankruptcy.

(Before Cave, J.)

April 23.—*In re T. Brooke*; *Ex parte The Trustee.*

Disclaimer after entry into possession—Bankruptcy Rules, 1883, 232 (*c.*)

This was an application by the trustee in the bankruptcy of Brooke for leave to disclaim certain premises held by the bankrupt at a yearly rent of £100 under an agreement dated June, 1883. The date of adjudication was the 12th of February, 1884, and a trustee was appointed on the 11th of March, who entered into possession of the premises hereinbefore referred to and occupied them from that date until the 25th of the same month. On that day the trustee offered to deliver the premises to the lessor without prejudice to the lessor's claim for rent, or to his own right to disclaim. The lessor declined the proposal, and on the following day the trustee tendered the sum of £6 10s. by way of rent for the period of his occupation, and gave due notice of disclaimer.

*Little*, for the lessor.—I do not press for a full quarter's rent, but the premises have been used as a warehouse, and the creditors ought to pay for the use the trustee has had of them since the 12th of February: *Ex parte Ladbury, Re Turner* (L. R. 17 Ch. D. 532).

*Herbert Reed*, for the trustee.

Cave, J.—I do not think that, as a rule, these questions ought to be decided in such a manner as to recoup the landlord for all he has lost. But if, subsequent to the adjudication, the landlord's loss has been the gain of the other creditors, it is right that the creditors should be compelled to pay for the advantage they have gained. But in ordinary cases the landlord must suffer as other creditors do. Here the creditors, and not the debtor, have had the use of the premises since the date of adjudication, and I think the right order to make is that the trustee should have leave to disclaim, subject to his paying the rent from February 12th and the landlord's costs.

Order accordingly.

Solicitors for the trustee, *Reed & Reed.*

Solicitors for the landord, *J. N. Mason.*

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* Reported by J. E. Vincent, Esq., Barrister-at-Law.

April 23.—*In re Mackintosh & Beauchamp; Ex parte Mackintosh.*

Bankruptcy—Action pending—Non-payment of trust-money by bankrupt—Motion for writ of attachment—Jurisdiction of Bankruptcy Court to restrain—Bankruptcy Act, 1883, ss. 9, 10.

On the 31st of December, 1879, Messrs. Chalmers, Mackintosh, & Dudgeon, who had carried on business in London and China, dissolved partnership. Mrs. Chalmers had, at that time, an account with the firm, who acted as trustees of her separate estate and received her dividends. An action in the Chancery Division was commenced by Mackintosh against Mr. and Mrs. Chalmers and tried before Bacon, V.C. The suit failed, but an account was taken upon a counter-claim set up by Mrs. Chalmers, and £1,100 was found to be due to her. On the 22nd of February an order was made that Mackintosh should pay the amount within four days, and, upon his failure to do so, notice was given that Mrs. Chalmers would apply for a writ of attachment. This proceeding it was now sought to restrain, Mackintosh having recently filed his petition.

*Northmore Lawrence* (with him *Linklater*), for Mackintosh.—By section 9 of the Bankruptcy Act, 1883, it is provided that, after a receiving order has been made, "no creditor to whom the debtor is indebted in respect of any debt proveable in bankruptcy shall have any remedy against the person or property of the debtor in respect of such debt, or shall commence any action or other legal proceedings, unless with the leave of the court, and on such terms as the court may impose"; and, by section 10, sub-section 2: "The court may, at any time after the presentation of the bankruptcy petition, stay any action, execution, or other legal process against the debtor, and any court in which proceedings are pending against the debtor may either stay the proceedings or allow them to continue on such terms as it may think just." This was a debt proveable in bankruptcy. The words "unless with the leave of the court," &c., only qualify the words "or shall commence any action," &c., and have no connection with those immediately following them. The imprisonment of the debtor would greatly hamper the bankruptcy proceedings; and no one has ever attempted to attach a person in a fiduciary position while the bankruptcy was pending: *Cobham* v. *Dalton* (23 W. R. 865, L. R. 10 Ch. 655); *Ex parte Hemming, Re Chatterton* (28 W. R. 218, L. R. 13 Ch. D. 163); *Lewes* v. *Barnett* (26 W. R. 101, L. R. 6 Ch. D. 252).

*Hemming*, Q.C. (with him *Druce*), for Mrs. Chalmers.—The interpretation suggested is incorrect. [CAVE, J.—Why does the bankrupt come to me?]

*Northmore Lawrence.*—It has always been the practice. [CAVE, J.—According to your reading of section 9, Bacon, V.C., cannot grant the attachment, and if he did, it would immediately be reversed. According to Mr. Hemming, the Vice-Chancellor, who knows all the facts, has a discretion.]

*Northmore Lawrence.*—That is against *Cobham* v. *Dalton*. [CAVE, J.—That case only goes to this:—that if the Vice-Chancellor commits your client, you may apply for his discharge.]

*Northmore Lawrence.*—Your lordship's jurisdiction to restrain is admitted. [CAVE, J.—Yes. But I shall not exercise it unless I see good ground for interference.]

*Northmore Lawrence.*—The Act supposes that the bankrupt will be at liberty, so that he may help in administering his estate. When the matter comes into bankruptcy, it is for your lordship to decide all questions and to protect the bankrupt. [CAVE, J.—The creditors, not the debtor, are my care. No one appears for the trustee. I do not say I have no power, but the question is whether I ought to exercise whatever power I have.]

CAVE, J.—I am clearly of opinion that I must refuse the application. It is contended that section 9 prohibits the imprisonment of the debtor. But Bacon, V.C., is as much bound by that section as I am. If, on the other hand, this is an incorrect interpretation of section 9, I see no reason why the debtor should not go to prison; and upon the facts which have been brought to my notice, I see no ground for interference. The official receiver is not represented, and I shall, therefore, leave the whole matter to the Vice-Chancellor, who will be competent to interpret section 9, and will know how to act. No one is better qualified by experience for the settlement of such a question. If, again, the attachment is not contrary to section 9, then no facts have been brought forward which would induce me to interfere.

Application dismissed, with costs.

Solicitors for the applicant, *Harwood & Stephenson.*

Solicitors for Mrs. Chalmers, *Lawrence, Plews, & Baker.*

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BIRKENHEAD COUNTY COURT.

(Before W. WYNNE FOULKES, Esq., Judge.)

May 3.—*Re Wemyss.*

*T. M. Bleakley* applied, under the Bankruptcy Act of 1883, on behalf of David Wemyss, coal dealer, Birkenhead, to have a petition in bankruptcy annulled. He stated that Mr. Wemyss had filed his petition on the 5th inst., and during the two following days, by the assistance of his father, he had paid all his creditors in full, the debts amounting to about £700. A receiving order having been made on his petition, however, the estate had been taken possession of by the official receiver (Mr. Gittins). Evidence of the payment of creditors was produced by Mr. Bleakley, who asked that the petitioner should be allowed to withdraw his petition, that the receiving order should be rescinded, and the proceedings annulled.

*Hannan*, on behalf of fully-assured creditors, offered no objection to the application.

The official receiver said that the notices for the public examination and for the first meeting of creditors had been published in the *Gazette*. The applicant had not filed a statement of his affairs, and was not in a position to give the court any further information than that revealed by the affidavits produced.

His HONOUR said that at present he could not grant the application, whatever he might do hereafter.

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## CASES OF THE WEEK.

RIGHT OF DRAMATIC REPRESENTATION — INFRINGEMENT — PLACE OF DRAMATIC ENTERTAINMENT.—3 & 4 Will. 4, c. 15, ss. 1, 2.—In the case of *Duck* v. *Bates*, in the Court of Appeal, No. 1, on the 12th inst., the question was, as to what is a place of dramatic entertainment within the meaning of 3 & 4 Will. 4, c. 15, ss. 1 & 2. By section 1, the author of any tragedy, comedy, play, farce, or any other dramatic piece or entertainment, is to have as his own property "the sole liberty of representing or causing to be represented, at any place or places of dramatic entertainment whatsoever . . . any such production as aforesaid . . . and shall be deemed and taken to be the proprietor thereof." By section 2. Every offender against the Act shall be liable for a penalty of not less than forty shillings, or to the full amount of the benefit or advantage arising from such representation, or the injury or loss sustained by the plaintiff therefrom, whichever shall be the greater damages to the author." The action was by the assignee of the copyright of the dramatic piece *Our Boys*, and he claimed damages, or, in the alternative, penalties under the statute, from the defendant, who on three occasions had given representations of *Our Boys* at Guy's Hospital, for the entertainment of the nurses and others connected with the hospital. The defendant is a member of an amateur dramatic club, and the admission to the representation was free, and the expenses of the seats and costumes were borne by the governors of the hospital. A general invitation was given to the nurses, attendants, and others connected with the hospital, and tickets were also given to the physicians, surgeons, and some of the students. At the last performance fewer tickets were given, and tickets were given to the members of the amateur club for their friends. Tickets were also sent to five theatrical newspapers, but only one reporter came. There was about 170 people present on each occasion. The County Court Judge of Southwark gave judgment for the defendant, and his decision was affirmed by Lord Coleridge, C.J., and Stephens, J. (see 32 W. R. 169, L. R. 12, Q. B. D., 79), who were of opinion that the room where the performance took place was not a place of public entertainment within the meaning of the statute. The plaintiff appealed. The appeal was dismissed, BRETT, M.R., and BOWEN, L.J., concurring to that effect, and FRY, L.J., dissenting. BRETT, M.R., said that there could be no doubt that there had been a dramatic entertainment, and the question was, whether the defendant was liable under the Act of Will. 4. The Act 5 & 6 Vict., c. 45, s. 20, did not affect the question. The former Act was intended to protect the value to the author, from a commercial point of view, of his property in a dramatic invention—viz., the power of himself causing it to be represented for value, and of allowing other persons to do so. If a person performs a play in the same way and under the same conditions as the author does, the latter will in all probability be injured. His right might be injured, not only by a rival acting his piece for profit, but, as had been decided, by those who acted it for nothing, and thereby enticed a public who might afterwards come to them for profit. If the legislature had intended that there could only be an infringement where the piece had been acted at a place habitually used for dramatic entertainment, they would have said so. The mere fact of an entertainment being a dramatic entertainment does not make the place in which on any occasion it is given a place of dramatic entertainment. It was obvious that the section meant that there might be a representation of a dramatic piece without infringement, for the section requires not only such a representation, but that it shall be at a place of dramatic entertainment. If children acted before their parents in the nursery or drawing-room, no one would call those places a dramatic entertainment, because they are strictly and obviously private and domestic. Such a place must be where there is a representation which is other than domestic, internal, and private. It need not be for profit, but it must be public in the sense that the spectators are such a part of the public, as public, that it can be said that they are part of a body which might, but for the entertainment in question, be entertained at another place if the author was representing his play there as a commercial transaction. It does not follow that a representation is not public in that sense, because it is confined to less than the whole public. A representation in a country town to which all the neighbourhood might come would be public. So also where ladies and gentlemen went round the country and acted protected pieces in any room they can get, the proceeds being given to charity. Whether a representation was private, domestic, and internal, was a question of fact in each case, and his lordship would not advise people by any manipulation to make that appear private which was really public in the sense described. His lordship's view of section 1 was strengthened by section 2, which pointed to an infringement by persons acting for profit, and also by those acting for nothing. As to the facts of the case, he was of opinion that the entertainment was domestic, and anything but public. The invitation to the reporters was a mere piece of vanity on the part of the actors, and did not add to the publicity of the matter. The representation was a domestic entertainment within the walls of the hospital, and was intended merely to amuse those connected with the hospital, and their friends. It was not, therefore, within the

purview of the Act. His lordship desired again to express a strong view that no one who goes beyond the line of a private and domestic representation among his private friends, and by any pretence brings in the public, or those who are really part of the public, to witness his performance, should be protected from the operation of the statute. BOWEN, L.J., was of the same opinion. The dramatic entertainment need not be in a place habitually used for that purpose, nor for profit, but there must be such publicity given to it as to interfere with the representation of the author, and with the emoluments due from him. FRY, L.J., said he was unfortunately obliged to differ. In order to constitute a dramatic entertainment according to the Act, the performance must be the result of design. The actors must design to amuse an audience, and there must be a concourse of people for the purpose of being amused. But the phrase "dramatic entertainment" did not involve the notion of publicity. There might be an internal and domestic representation well within the purview of the Act. Thus if a nobleman possessed of a large mansion full of distinguished guests, invited to a dramatic representation not only his family, his guests, and servants, but also such residents of the county as he visited, that would be a domestic and internal representation, but the author's rights would be seriously injured. On the facts his lordship was of opinion that the hospital was a place of dramatic entertainment within the Act.—SOLICITORS, *B. C. Cowan*, for *J. A. Tucker*, Bath; *Burgess & Cosens*.

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LIS ALIBI PENDENS — JURISDICTION — SCOTCH TESTATOR — ENGLISH ADMINISTRATION—JUDGMENT.—In the case of *J. Orr-Ewing* (deceased), *Orr-Ewing* v. *Orr-Ewing*, CHITTY, J., delivered judgment on the 13th inst. The testator died in 1878, a domiciled Scotchman, owning no real property, but possessed of £435,000 Scotch assets, and £25,000 English assets. The testator left the great bulk of his estate to his six nephews, one of whom was an infant. He appointed six persons his executors and trustees. Four of these persons were domiciled in Scotland, and two in England. An action having been brought on behalf of the infant against the executors and trustees for a general administration, Manisty, J., for Chitty, J., in February, 1882, held that the court had jurisdiction to give judgment for administration, but also a discretion, in the exercise of which he declined to give such judgment. The Court of Appeal however (*In re Orr-Ewing* 31 *W.R.* 464), and subsequently the House of Lords, both without a dissenting voice, held that the plaintiff was entitled *ex debito justitiæ* to an administration judgment. Pending the appeal, an action was commenced in the Scotch Courts by the beneficiaries other than the plaintiff against the executors and trustees, and the Court of Session and the Inner House declared that the defenders were bound to administer the Scotch personalty according to the law of Scotland, and were not entitled to place it under the control of the English Courts; and an interdict was granted against the defenders from so acting, and also from rendering accounts, &c., in the English action, and a judicial factor was appointed. The executors and trustées accordingly moved in the English action for stay of proceedings. CHITTY, J., said he lamented the conflict of jurisdiction which had arisen, but the probability of any similar contest arising in the future had been diminished by the new rules, R. S. C., ord. 55, r. 10, conferring on the court adiscretion, and rendering it no longer obligatory when the court to pronounce judgment for general administration; and R. S. C., ord. 11, r. 2, directing the court when granting leave for service of a writ on a defendant out of the jurisdiction in Scotland or in Ireland, to have regard to the comparative cost and inconvenience of proceeding in England, or in the place of the defendant's residence. It however remained to be seen whether, as was suggested by Lord Blackburn in the present case in the House of Lords, legislation was necessary in the matter. With regard to the motion before the court, it was admittedly not supported by any precedent. He did not intend to finally decide any point on the present proceedings, but to set matters in train for an appeal to the House of Lords. Two questions, however, arose. The first was whether the pursuers in the Scotch action, having been served with the judgment in the English action; having obtained liberty to attend, and having on several occasions attended and actually obtained the benefit of the proceedings, were not bound by the English judgment, for general reasons, and also by virtue of the Chancery Procedure Act, 1852, s. 42, r. 8, which expressly enacts that such persons shall be so bound. This point did not appear to have been sufficiently brought to the attention of the Scotch judges. The other point was that the interdict was granted by the Scotch courts without having before them the English plaintiff. If England and Scotland were, for the purposes of litigation, one country, with separate jurisdictions, or two countries foreign to each other—questions which he was expressing no opinion about—the interdict of the Scotch court might possibly have been granted not in accordance with the comity of nations, for it was made against an absent foreign party, and was apparently a violation of the principle contained in the maxim, *audi alteram partem*. He should make an order, that the court being of opinion that it would be for the benefit of the infant plaintiff that there should be an appeal to the House of Lords against the interlocutors of the Courts of Session, and the defendants and their counsel at the bar submitting that if such an appeal be brought, the same might be conducted in their names by the plaintiff's next friend, the next friend should be at liberty to bring and prosecute, in the names of the trustees, an appeal to the House of Lords from the Court of Session, and also, with a view to such appeal, to make such application as he might be advised, in the names of the defenders, to the Court of Session for leave to appeal, and that an indemnity against the costs of the appeal be given to the trustees, and that in the meanwhile, pending the application and the appeal, the proceedings in the action in the Chancery Division be stayed.—COUNSEL, *Horace Davey*, Q.C.; *Whitehorne*, Q.C., *and Maclean*; *Romer*, Q.C., *and Fellows*. SOLICITORS, *Johnson, Budd, & Johnson*; *Lattey & Hart*; *D. E. Chandler*.

LIMITED COMPANY—WINDING UP—APPLICATION TO PROSECUTE DIRECTORS—EX PARTE APPLICATION—RIGHT OF CREDITORS TO APPEAR AND OPPOSE—COMPANIES ACT, 1862, s. 167.—In the case of *In re A Limited Company*, before Chitty, J., on the 10th inst, a petition was presented under section 167 of the Companies Act, 1862, by the liquidator of the company (now being wound up under supervision) for leave to prosecute certain of its directors. The petition was supported by an affidavit that a large number of creditors and persons interested desired a prosecution. Counsel, appearing for certain of admitted creditors who had not been served with the petition, asked for the petition to stand over, with a view of obtaining evidence as to an alleged opposition of the general body of creditors to a prosecution, and it was submitted that the usual course was that the consent of the majority of creditors should be clearly ascertained by the court before making an order (*In re Northern Counties Bank*, 31 W. R. 536). It was submitted, on behalf of the liquidator, that the petition was an *ex parte* application, and that the creditors appearing had no *locus standi*, and that the postponement of the petition might be the means of defeating justice, and it was alleged that the creditors appearing were closely connected with the persons sought to be prosecuted. To this it was replied that the creditors appearing did not desire to have their losses increased by the assets having to bear the costs of a prosecution. The creditors had the right, under the General Orders, 1862, r. 60, to attend the proceedings. But they were also entitled, on general grounds, to appear and be heard, for the court could not be said to be acting "of its own motion," within the words of section 167, when it was not only set in motion by an external proceeding, but acting upon evidence produced to it. The court had no jurisdiction to adjudicate when the evidence was incomplete. CHITTY, J., said that he had, under the statute, the widest discretion, and might make an order without hearing any evidence. The discretion of the court was, in fact, unshackled by any obligation of hearing evidence as to the propriety or advisability of a prosecution. To use the exact words of the statute, the court might direct a prosecution on the application of any person interested, or of its own motion. If it could make an order of its own motion, it followed that it could do so without hearing or calling for further evidence. The court might itself, at any time, in any winding-up proceedings, itself direct a prosecution, although it was, no doubt, usually considered preferable that a prosecution should be initiated by a person interested in the winding up. The whole matter was in the discretion of the court. Remembering facts pertinent to this application before him, when adjudicating upon certain civil proceedings against the directors of the company, he was satisfied that the opposition to a prosecution proceeded from a desire, not of saving money, but of saving persons. The argument that a postponement of the application might frustrate justice was of weight, and influenced the decision he had come to—namely, to at once make an order giving the liquidator leave to prosecute.—COUNSEL, *Macnaughten*, Q.C., and *W. Baker*; *Buckley*. SOLICITORS, *Williamson, Hill, & Co.*, for *Foster, England, & Foster*, Halifax; *Gregory, Rowcliffes, & Co.*

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COMPANY—PURCHASE OF SHARES—ALTERATION OF ARTICLES OF ASSOCIATION.—In a case of *Taylor* v. *The Pilsen, Joel, and General Electric Light Company*, before Pearson, J., on the 9th inst., a question arose as to the validity of a resolution passed by a company to expend money in the purchase of their own shares, without any previous resolution to alter the provisions of the articles of association, which did not permit of such an employment of the company's moneys. The plaintiff was the holder of 250 fully paid-up shares in the company, and he claimed an injunction to restrain the company from applying any part of their assets to the purchase of their own shares, and in particular from applying money of the company in payment of a sum of £1 3s. 4d. per share for the surrender of fully paid-up shares, as expressed to be authorized by a resolution passed at an extraordinary meeting of the company on the 6th of March. The capital of the company, as stated in the memorandum of association, was £200,000, divided into 40,000 shares of £5 each, all of which had been issued. Of these shares 12,000 had been issued as fully paid-up to the vendors of property to the company or their nominees, and the remaining 28,000 had £2 10s. credited as called up. The resolution in question was to the following effect:—"That, notwithstanding anything contained in the articles of association, the directors be authorized and directed to carry out the following compromise and modification of the agreement with the vendors—that is to say, that the directors shall take a surrender of the 11,530 fully paid-up £5 shares which were allotted to the vendors in consideration of the purchase, and of such of the 470 like shares allotted to their nominees as can be obtained; and that the directors do pay in lieu and consideration thereof a sum not exceeding the amount of £1 3s. 4d. for each of such shares, and that as hereby modified the said agreement with the vendors be confirmed. Secondly, that if an order of the court be obtained for confirming the resolution, the capital of the company be reduced as follows:—First, by cancelling the 12,000 fully paid-up vendors' shares when the same shall be surrendered, or such of them as shall be surrendered. Next, by cancelling the sum of £1 per share on the 28,000 shares of the company, with £2 10s. called up thereon, and also on any fully paid-up vendors' shares which may not be so surrendered, as being capital which has been lost or is unrepresented by available assets, and further, by reducing the amount liable to be called up on the 18,000 shares, with £2 10s. called up thereon, from the sum of £2 10s. per share to £1 10s., and that the memorandum of association of the company be modified so as to carry into effect the resolution." It was contended on behalf of the plaintiff that this resolution was *ultrà vires*. PEARSON, J., held that it was not. The resolution was carried at a meeting which was duly advertised to all the shareholders, and there had been no secrecy in the transaction. All the court had now

to decide was whether the directors had successfully carried through so much of the scheme as affected the purchase of the 12,000 shares. The directors considered that the scheme was a beneficial one for all the shareholders, and, not having power to carry it out, this resolution was passed for the purpose of giving them the power. The first objection was that, until the articles had been repealed, there could be no valid resolution passed inconsistent with them, and that there should in the first place have been a resolution for effecting such repeal. In his lordship's opinion the resolution as framed, commencing as it did with the words, "Notwithstanding anything contained in the articles of association," was sufficient to show the intention of repealing so much of the articles as prevented the directors from making any other terms. He could see no reason why both matters should not be contained in one resolution. There might be two forms to go through, but they might both be contained in one resolution. In his opinion the resolution sufficiently expressed the intention to alter the articles, and to substitute in lieu thereof the provisions of the resolution which had been passed. Under these circumstances he should decide that the directors had power to carry out the resolution.—COUNSEL, *Cozens-Hardy*, Q.C., and *Phipson Beale; Davey*, Q.C., and *Rawson*. SOLICITORS, *Cunliffe, Beaumont, & Davenport; Parker, Garrett, & Parker*.

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COMPANY—WINDING UP—SECOND PETITION PRESENTED WITH KNOWLEDGE OF FIRST—APPOINTMENT OF LIQUIDATOR.—In a case of *In re the Leicester Club and County Racecourse Company*, before Pearson, J., on the 10th inst., two petitions were presented for the winding up of the company, and the question arose on which petition the order should be made, or whether it should be made on both. PEARSON, J., said that when the second petition was presented the petitioner well knew that a prior petition had been presented. The rule was well settled that parties were not at liberty to present a second petition after notice of the first. But it was said that in the present case the second petition had the support of the largest number of the persons who were interested in the company, whether as shareholders or creditors, and that the person proposed by the first petitioner as liquidator was not satisfactory to them. Any objection to the person proposed as liquidator would be heard in chambers. The rule was perfectly well established, and there was nothing to justify him in departing from the established practice. He should therefore make the order for winding up on the first petition, and the second petitioner would not be allowed his costs after the time when he had notice of the first. At the same time his lordship desired to add this—that there appeared to be very great ignorance as to the mode in which an official liquidator was appointed in chambers. His lordship had always considered the appointment to be in the discretion of the judge, and he did not wish it to be supposed that the liquidator proposed by the first petitioner would, if there was no objection to him, be as a matter of course appointed. His custom was to consider all the circumstances, and to decide what was right to be done, and he did not hesitate to say that in this case, where he knew that the second petition expressed the wishes of the majority of the persons interested in the company, he should pay great attention to their wishes.—COUNSEL, *Everitt*, Q.C., and *Alexander; Higgins*, Q.C., and *John Henderson; Cozens-Hardy*, Q.C., and *Raphael; Solomon; Swinfen Eady*. SOLICITORS, *H. Montagu; Baylis & Pearce; F. Howard*.

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VOLUNTARY GIFT—DECLARATION OF TRUST.—In a case of *Pethybridge* v. *Burrow*, before Pearson, J., on the 13th inst., the question arose whether a testator had made a complete voluntary declaration of trust which the court would enforce. The testator, who died in May, 1883, had, by a will, which he executed on the 20th of January, 1882, bequeathed a legacy of £2,000 to the plaintiff. Shortly after the execution of the will he told the plaintiff that he thought he had not made sufficient provision for her by his will, and that in addition to what he had left her by the will he intended to give her a debenture bond for £1,000 of the M. Railway Company. On the 9th of February, 1882, he wrote and signed the following document:—"I wish to communicate to my executors that I have to-day given to F. (the plaintiff) my £1,000 debenture bond of the M. Railway Company, but, as I shall require the annual dividend to meet my necessary expenses, I retain the document in my own possession for my lifetime, requesting you on my demise to hand it over to F. and communicate to the secretary of the company relative to the transfer of the bond being entered in their books. You will find the bond in my deed-box attached to this memorandum." After signing this memorandum the testator read it to the plaintiff, and then attached it to the bond, and placed them together in the box in which he kept his deeds and other documents. After his death the bond was found in the box with the memorandum attached to it, and the question arose between the plaintiff and the testator's executors whether she was entitled to it, and Pearson, J., held that she was. It was contended on behalf of the executors that there had been nothing more than the incomplete voluntary gift of the bond, and that, if the document amounted to a declaration of trust by the testator, the court would not enforce it because there been no transfer of the property. PEARSON, J., said that a gift *in præsenti* must be absolute, and it was settled that the court would not give effect to an incomplete voluntary gift. And if it appeared that the intention was to convey the property to a third person as a trustee, and the instrument was ineffectual as a transfer, it was altogether bad, and the court would not give effect to it as a declaration of trust by the donor, because that would be repugnant to his intention, which was to transfer the property to a third person as trustee. The argument in the present case amounted to saying that there could not be a valid gratuitous declaration of trust. But from the earliest times the law had been that a gratuitous contract could not be enforced, but that, when once there was a complete declaration of trust, it was a matter of perfect indifference whether it was gratuitous or not; the court seized on the conscience of the trustee and enforced the trust. Again, there was the greatest possible difference between a gift *in præsenti* and a gift *in futuro*. A gift *in præsenti* must take effect *in præsenti*, and when the court found that the person intended to benefit by it did not obtain possession in any way of the subject-matter, but the subject-matter remained in the absolute control of the giver, the court said that that which was intended to be done had not been done, that there was no gift, and that effect could not be given to it in another way as a declaration of trust, because that would be contrary to the intention of the giver. But, in the present case, his lordship thought it was plain, from the terms of the document, that it was not intended to be a gift *in præsenti*, but was intended to be a gift *in futuro*. The testator intended to reserve a life interest to himself, and for that reason to retain the bond in his own possession, and he accounted in that way for not at once giving it up to the plaintiff. He stated plainly the reason why he retained the bond in his possession, and then he went on to direct his executors, after his death, to hand it over to the plaintiff and to take steps to procure a transfer to her. What more would he have done or said if he had said, "I undertake to hold the bond on trust for myself for my life, and, after my death, for F. absolutely"? That would be only a translation of the words which he had used, not in any way a perversion of their meaning. His lordship came to the conclusion that there was a complete declaration of trust, and that declaration had really been acted on, for the testator retained the bond in his possession, which was consistent with the construction of the document. The court would give effect to this declaration of trust. The plaintiff was entitled to have the bond, and the executors must do what was necessary to enable her to obtain a transfer of the bond into her own name.—COUNSEL, *Cozens-Hardy*, Q.C., and *Dunning; Glasse*, Q.C., and *Freeman*. SOLICITORS, *Yarde & Loader; Makinson, Carpenter, & Son*.

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MORTGAGE—PRIORITY—FUND PARTLY IN COURT AND PARTLY IN HANDS OF TRUSTEES—NOTICE TO TRUSTEES—STOP ORDER.—In a case of *The Mutual Life Assurance Society* v. *Langley*, before Pearson, J., on the 12th inst., a question arose as to the priority of two mortgages, and this depended on the effect of a notice to trustees and a stop order on a fund in court. The mortgagor was entitled to a vested reversionary interest (subject to a tenancy for life) in a share of the residuary estate of a testator. The estate was being administered in a suit in the Court of Chancery, and the bulk of the funds representing the residue had been transferred into court, but a small part of the funds remained in the hands of the trustees of the will. In May, 1872, the mortgagor mortgaged his reversionary interest to the defendant, who, in June, 1876, gave notice of his mortgage to the trustees. In February, 1878, the mortgagor mortgaged his reversionary interest to the plaintiffs, who at once gave notice of their mortgage to the trustees. In January, 1883, the plaintiffs obtained a stop order on the funds in court. The defendant did not ever obtain a stop order. The question was which of the two mortgages was entitled to priority. PEARSON, J., held that, as to the funds in court, the plaintiffs were by virtue of their stop order entitled to priority; but that, as to the funds in the hands of the trustees, the defendant was entitled to priority because he had given notice first. PEARSON, J., said that it could not be disputed that if the whole fund had been in the hands of the trustees, notice of the mortgages must have been given to them, nor, on the other hand, that if the whole fund had been in court, stop orders must have been obtained by the mortgagees in order to complete their security. The question was whether, when part of the fund was in the hands of the trustees, and part of it was in court, did the trustees sufficiently represent the whole fund so that notice to them would bind the fund which was in court. In *Matthews* v. *Gabb* (15 Sim. 51) and *Thompson* v. *Tomkins* (2 Dr. & S. 8) the question was whether, when part of a fund was in court and part was in the hands of trustees, a notice given by an assignee to the trustees was sufficient to take the property out of the reputed ownership of the assignor, who was a bankrupt. That question was a very different one from a contest between two incumbrancers; a very slight circumstance was sufficient to take property out of the reputed ownership of a bankrupt. It had been urged that, though a trust fund was in court, the trustees still remained trustees of it, and, therefore, a notice to them was sufficient for all purposes. That could hardly be so, for it was not disputed that, if the whole fund was in court, notice of an assignment must be given to the court in the only way in which it could be given—viz., by a stop order. After the fund was in court the trustees remained trustees with what might be called suspended animation. No doubt, when there were several trustees of a fund, notice to one of them was sufficient to give priority, so long as he was alive, because the court assumed that he would do his duty and communicate the notice to his co-trustees. But, assuming that in the present case the trustees of the will could be considered trustees of the fund which was in court jointly with the court, could that rule apply, inasmuch as the trustees could not at once communicate to the court any notice of assignment which they might receive, and it was not the practice of the court to direct notice of a stop order to be given to the trustees of the fund? A stop order was one of a peculiar kind, and it was settled that it could not alter any legal rights; it merely directed that a fund should not be dealt with without notice to the person who had obtained the order. The principle on which the court had pronounced was that the proper persons to receive notice of an assignment of a trust fund were the persons who had the trust funds in their hands, and it was not disputed that, if the whole fund had been transferred by the trustee into court, notice ought to be given by

means of a stop order. Could it make any difference that only a part of the fund had been transferred into court? His lordship thought not. He was of opinion that as the fund had been divided, so that the original trustees had no control over the part which was in court, that part of the trust fund stood in a different position from the rest, and in a position different from that in which the whole fund stood originally. Under the circumstances he must come to the conclusion that, as regarded the fund in court, notice, in order to be effectual, must be given in the court—*i.e.*, by a stop order, and that a notice to the trustees could not affect the fund which was in court. One reason why it was required that notice of an assignment of a trust fund should be given to the trustees was that they might be able to give information to persons who made inquiries of them. It was quite plain that stop orders might be obtained without the knowledge of the trustees, and therefore notice to the trustees would not answer the same purpose after there had been a transfer of a fund into court as it would before. You could not go to the trustees and ask whether the court had received notice of any assignments, any more than you could go to the court and ask whether the trustees had received any notices. In fact there were two different sets of trustees, though for some purposes there was a union between them. Different notices were necessary in each case, and he held that the plaintiffs had by their stop order obtained priority as regarded that part of the trust fund which was in court.—Counsel, *Cozens-Hardy*, Q.C., and *Farwell: W. W. Karslake*, Q.C., and *Langley*. Solicitors, *Burchell & Co.; Hores & Pattisson*.

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Company—Winding up—Locus Standi of Petitioner—Debenture Holder—Allegation of no Assets—Inquiry—Appointment of Provisional Liquidator with Powers of Official Liquidator—Companies Act, 1862, ss. 86, 92.—In a case of *In re The Olathe Silver Mining Company*, before Pearson, J., on the 10th inst., a question arose as to the *locus standi* of the petitioner in a winding-up petition. The petitioner was the holder of some mortgage debentures issued by the company, part of a larger number, the payment of which (*pari passu inter se*) was secured by a trust deed, by which the company purported to assign to the trustees the whole of their property, present and future, on certain trusts for the benefit of the debenture holders. The deed contained a covenant by the company with the trustees to pay the principal moneys and interest secured by the debentures in accordance with the tenor thereof respectively, and that these moneys and interest should be a first charge on the mortgaged premises. The debentures provided that the company would, on the day appointed, pay to the bearer the principal moneys thereby secured, with interest in the meantime. It was objected that the petitioner was not a creditor who was entitled to a winding-up order, but that his only remedy was through the trustees of the debenture deed, reliance being placed on the decision of Jessel, M.R., in *In re Uruguay Company* (L. R. 11 Ch. D. 372). Pearson, J., said that the two cases were distinguishable. In *In re Uruguay Company* the debenture contained no covenant by the company with the bearer of the debenture; there was only a covenant with the trustees of the trust deed that the company would pay the bearer, and it was manifest that the intention was that the moneys should be recovered in the manner expressed in the deed, and in no other. In the present case there was no mention of the trustees in the debenture, but there was a covenant by the company with the bearer to pay him.

Another objection was that the company had no assets available for the general creditors, the whole of the company's property being included in the trust deed, and that, therefore, a winding-up order would be useless. Pearson, J., said he was not satisfied that there was nothing *dehors* the trust deed which might not be made applicable to the payment of the general creditors. He should, therefore, appoint a provisional liquidator with all the powers of an official liquidator, and he should direct an inquiry in chambers whether the company had any and what assets, and whether there were any assets not included in the deed which could be made available for the general creditors. And, until that inquiry had been answered, the liquidator must take no proceedings in the winding up without the direction of the court, beyond taking possession of any assets of the company within the jurisdiction.—Counsel, *Cozens-Hardy*, Q.C., and *Buckley; Higgins*, Q.C., and *Seward Brice; Warmington*, Q.C.; *Grosvenor Woods*. Solicitors, *Miller & Miller; Snell, Son, & Greenip; Beall & Co; H. C. Barker*.

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Will—Construction—Gift of Annuity—Charge on Corpus.—In a case of *Ilsley* v. *Randall*, before Pearson, J., on the 8th inst., the question arose whether some annuities bequeathed by a will were charged on the *corpus* of the testator's estate. By his will the testator bequeathed to certain persons mentioned by name, for their respective lives, the several sums or annuities specified in the will, and he directed sufficient funds to be appropriated in the name of his trustee out of his personal estate (in exoneration of his real estate) to answer by means of the income thereof the payment of the said annuities, which funds, on the dropping of the respective annuities, should follow the distribution of the residue of his personal estate. The trustee had, in order to keep down the annuities, resorted to the capital of the testator's estate. In this action, which was for the administration of the estate, the chief clerk by his certificate disallowed the trustee, who was also the testator's executor, the payments which he had made out of capital. Pearson, J., held that, there being a gift of the annuities *simpliciter*, they were payable, if necessary, out of capital, notwithstanding the direction to appropriate a fund the income of which was to answer them, and he held that the executor ought not to have been disallowed the payments in question.—Counsel, *Sefton Strickland; G Henderson*. Solicitors, *Iliffes & Cardale; S. G. Warner*.

Patent—Injunction—Infringement—Possession without User—Attorney-General's Fiat—Terms of Disclaimer.—In a case of *The United Telephone Company (Limited)* v. *The London and Globe Telephone and Maintenance Company (Limited)*, before Bacon, V.C., on the 12th and 13th inst., in which the plaintiffs claimed an injunction to restrain infringement of their patent, two questions arose. The defendants admitted the validity of the patent, but contended that no injunction could be granted, because they had not used or offered for sale the instruments in respect of which relief was sought; and, secondly, that they were protected by the *fiat* of the Attorney-General. The plaintiffs were the proprietors of two patents for telephone transmitters of very similar construction, one of which (Edison's) was, in a former action, declared to be invalid. The plaintiffs thereupon obtained leave to disclaim part of their specification, and the Attorney-General's *fiat* was granted upon certain terms, including the protection of a contract by which 800 transmitters were to be supplied to persons who subsequently sold them to the defendants. These were the instruments the subject of the present action. Nothing was said at the time about the second patent (Blake's), and the defendants urged that the *fiat* was general, and not in respect of Edison's patent only, and protected the 800 instruments in respect of all patents whatsoever; and further that they had been altered, so that they were now Edison's transmitters, not Blake's transmitters. Bacon, V.C., said that the instruments were clearly infringements of Blake's patent. None of the cases cited had any application, and there was no authority for the proposition that mere possession without user of articles which infringed a patent was not sufficient ground for an injunction. On the second point his lordship could not hold that the Attorney-General's *fiat* had disposed of the matter. It referred only to Edison's patent, and the 800 transmitters were protected in that respect only. On the pleadings and on the evidence, he could not conceive a clearer case for an injunction, which must be granted in the terms of the notice of motion, but there would be no order for the delivery or destruction of the instruments. The defendants must pay the costs.—Counsel, *Aston*, Q.C., *Webster*, Q.C., and *Moulton*; *Hemming*, Q.C., and *Goodeve*. Solicitors, *Waterhouse, Winterbotham, & Harrison*; *Davidson & Morriss*.

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## HIGH COURT OF JUSTICE.

### Chancery Division.

(Before Pearson, J.)

May 8.—*Mayor and Corporation of Bristol* v. *Cox*.

This was a summons taken out by the defendant in the action to compel the plaintiffs to make a further and sufficient affidavit of documents giving more details, and also to produce certain minutes of the proceedings of committees of the corporation. The plaintiffs brought the action as the sanitary authority of the city of Bristol, to restrain the defendant, a solicitor, of Bristol, who had been president of the Incorporated Law Society of Bristol, from attending sales by auction of surplus property of the corporation for the purpose of calling attention to resolutions of the society with reference to the position of purchasers in regard to property bought at such sales, from causing the resolution to be advertised in any newspaper, or by means of handbills or circulars, or from doing any other act tending to disparage the title of the plaintiffs to the property offered by them for sale. Under the Lands Clauses Act the sanitary authority had power to purchase the interest in any land permanently required for the purpcses of their special Act which by mistake or inadvertence they had omitted to purchase, and as they had been in the habit of selling under the condition that the purchaser must accept the title which the corporation had, the Bristol Incorporated Law Society had passed resolutions pointing out to the public that the provision of the Act only applied to enabling the public body to make good their title to that portion of the property which was permanently required by them for the purpose of the improvements they were making, and would not enable them to make good, and nobody but themselves would be able to make good, the title to that portion of the property which they had taken but did not require permanently.

*Everitt*, Q.C. (with whom was *Ford*), in support of the summons, did not propose to argue the serious question of law raised by the action, and which he hoped would be disposed of before the long vacation. The action was in effect for disparagement or slander of title, and the committee's minutes were required for the defence, because it was thought they would probably show that the corporation knew they were wrong in the course they had pursued.

*Gully*, Q.C., who, with *Bush*, appeared for the corporation, objected to the production of the documents on the ground that they consisted of privileged communications between solicitors and clients, and minutes referring to the litigation between the plaintiffs and defendants.

Pearson, J., in giving judgment, said the action was of a curious description, and such an one as he never saw before, though he was far from saying that a similar action was not to be found in the books. It was an action by the Mayor and Corporation of the city of Bristol to restrain Mr. Cox from issuing a circular stating that in the sales of surplus lands made by the corporation they were—not to use the word offensively—deluding the public into the belief that they were selling land with a good title, whereas it was, in fact, land with a defective title, and that the conditions of sale were improper. The principal point to be decided at the hearing was, aye or no, was Mr. Cox justified, as having been president of the Incorporated Law Society in Bristol, or as representing that body, or as a private individual, or as a ratepayer of Bristol, in issuing such a circular as that. There was no allegation whatever that the corporation had been guilty of fraud of any description. What was said was that

they were selling under conditions of sale which conveyed a wrong impression to the purchasers, and that the corporation had no right to sell under such conditions. Practically that was the whole question to be decided. Upon that particular question he gave no opinion of any sort, nor did he wish to intimate any inclination of opinion one way or the other. Whenever the case came to be determined he should come to it with his mind absolutely unprejudiced by anything which had passed that day. The only point before him then was as to the production of documents. The corporation had been required by their officer to put in the usual affidavit of documents, and having done that they claimed privilege for certain of the documents referred to. He was of opinion that the schedule of documents was not satisfactory, and that the cases and correspondence mentioned, and for which privilege was claimed, must be more distinctly car-marked. Privilege was properly and sufficiently claimed for the minutes made by committees of the corporation, and which contained nothing more than a record of proceedings with reference to litigations contemplated or in progress, and the cases and opinions of counsel were privileged in the same way. Mr. Davidson's opinion, the effect of which was set out in the statement of claim, he thought the corporation ought to produce, and if they refused to give the defendant inspection of it they must not set it up at the trial. The corporation must put in a better affidavit with reference to a printed report mentioned in the summons, and if it should then appear to be a confidential communication between a committee of the corporation and the corporation, it would be entitled to be treated as privileged. The costs of the summons would be costs in the action.

## SOCIETIES.

### GREAT YARMOUTH LAW SOCIETY.

The annual general meeting of this Society was held on the 12th inst., Mr. Charles Diver (vice-president) in the chair, when the hon. sec., Mr. F. D. Palmer, read the following report:—"In laying this, their first report before a general meeting of the society, your committee refer first to the formation of the society consequent upon a resolution moved at a meeting of the profession, held in this building on the 23rd January, 1883; the committee, then formed, drafted the rules under which the society is now governed, and such rules were at a subsequent meeting approved by the society, and your now retiring officers and committee were then appointed. Your committee having arranged with the Town Council for the hire of this room, they have been enabled during the past year to form and house the nucleus of a law library. A list of books now in such library accompanies this report, and your committee venture to suggest that any additions to it which the members of the profession can make will be thankfully received by the society. Your committee regret that they have to record the decease of Mr. William Holt, the president of the society, and of Mr. John S. Clowes, an original member of it, during the past year. Your committee have caused all bills in Parliament of any public interest to be laid on the table in the Society's room. With regard to the legislation of the past year, doubtless it is now brought to the notice of the profession in so many publications that any lengthened remarks upon it are uncalled for here; but your committee suggest that the following Acts are important to be noted:—Cap. 22. The Fisheries Act, which specially applies to the great industry of this town. Cap. 51. The Corrupt Practices Act. Cap. 52. The Bankruptcy Act, which is a complete study in itself, and which seriously affects the remuneration of the profession in Bankruptcy cases. Cap. 57. The Patents, &c., Acts, and Cap. 61. The Agricultural Holdings Act. Your committee have great pleasure in referring to the fact that during the year a Debating Society, of which your honorary secretary is president, and Mr. Raven is honorary secretary, meets weekly by consent of your committee in this room. In conclusion, your committee trusts that the profession recognises a useful work in the formation of the society, and that the local members of it will assist the effort thus commenced."

The report, together with the society's balance sheet, having been adopted, the following gentlemen were elected officers of the society for the ensuing year:—President, C. Diver; vice-president, E. W. Worlledge; hon. sec., F. Danby-Palmer. Committee:—T. A. Rising, A. E. Cowl, J. T. Waters, and Z. Rayson. The offer of the president to have the statutes at large placed in the library and to subscribe the sum of £2 2s. in order to find a bookcase for them, was accepted with thanks, and after several questions affecting the position of the society and the library had been discussed, the meeting terminated with the usual vote of thanks to the president for his conduct in the chair.

## NEW ORDERS, &c.

### PATENTS, &c., ACT, 1883.

NOTICE.

By direction of the Board of Trade the "concise explanatory statement" required by rule 31 of the patents rules will no longer be required to be furnished to the patent office by applicants. The drawing, as prescribed by rule 31, must, however, be supplied.

## LAW STUDENTS' JOURNAL.

### INCORPORATED LAW SOCIETY.

The following candidates were successful at the intermediate examination held on the 24th of April, 1884:—

Allen, Charles Henry
Allen, James
Alldis, Charles John
Armitage, Arthur Laurie
Armstrong, Richard
Arnold, Whately, Charles
Ascroft, James Henry, B.A.
Atkin, William
Attale, Jules Ernest
Baddeley, William Edward, B.A.
Baines, Thomas
Baker, Frederick William
Baker, George Herbert
Barlow, Thomas Marriott
Barrett, Ernest
Bastin, Edward Matthews
Billson, Arthur
Billson, Frederick William
Blain, William Arbuthnot
Blankley, Arthur Hugh
Bloomer, Howard Kossuth
Brooke, Edward Brooke
Bryceson, Arthur Benjamin
Burder, Francis Lionel
Burgess, Gerald Philip Reid
Butler, Cyril Kendall
Campion, Henry
Cann, George
Chadwick, Peter
Chapman, Ernest Edward
Chatham, Francis William
Child, Edmund Thomas
Clarkson, Wilfred Comerford
Clementson, Charles Harry
Clinton, Charles Thomas
Coley, Alfred Henry
Cox, Ashton Scruton
Creak, Robert Henry Herbert
Cresswell, George Arthur
Crowdy, Charles Whitton
Cullerne, Robert Arthur
Curry, Harvey Castleman
Dale, Gordon William
Davies, David Elias
Dawson, George Edward
Day, Francis Hermitage, B.A.
Day, George Dennis, B.A.
Dennes, Arthur Winearls, B.A.
Dixon, Albert
Dodson, Joe
Drew, Alfred William
Earnshaw, Walter Ethelbert Stacey
Eaton, George Edward, B.A.
Ellis, William Henry
Emerson, George
Farrar, Fred Willans
Ferguson, John Lingard
Field, William
Ford, Eustace Milton
Fowell, Frederic Charles
Frost, Michael
Furness, Clement John
Gaulter, John Robert
Gedge, Herbert Johnson
Gibson, Jasper
Goddard, Thomas Francis
Gover, Frank
Griffiths, Richard Pughe
Hammond, John Joseph
Harris, Alexander Joseph
Harvey, Percy John
Hewett, Graham
Heelis, William Dickinson
Hoare, Alfred Ernest, B.A.
Holcroft, Walter, B.A.
Holman, Henry Martin, B.A.
Housley, John Woodman Benett, B.A.
Hubbard, Henry Malcolm
Hughes, Francis Edward, B.A.
Hugill, Thomas Peirson
Jackson, Joseph Thornthwaite, B.A.
Jacques, Charles Albert
Jago, William Henry
Jervis, Richard Morgan
Johnson, John Alfred
Johnson, William Silverwood
Jones, Llewellyn Golyddan Albert Harries
Jones, Henry Jeffery
Kay, Tom Wylie
Kent, Francis Addenbroke
Kent, William Gipps
King, Albert Edward
Knight, Percy Alfred
Lambert, Thomas
Lea, William
Lewis, Harry
Lewis, John William
Linnett, Benjamin Frank
Lloyd, John Henry
Ludlam, Albert Edmund Cyril
Lyde, Henry Herbert
McIlquham, Gilbert
McNab, John Humber
Manley, Francis Churchill
Mann, Frederick William
Martineau, Ernest, B.A.
Martyn, Thomas Waddon
Meadmore, John Anlaby
Menpes, Arthur
Miller, Louis Charles
Milner, David Morton
Minkley, John George
Money, Douglas Walter
Monro, Henry Theodore, B.A.
Montague, Frederick Florence
Moore, Francis Styan
Morgan, Thomas Joseph
Morgan, William John Lewis
Mortimer-McIntosh, Francis Hugh de
Moseley, Oswald Richard
Moxon, John
Mundell, Thomas Hodgson
Murray, John George
Ogden, William
Overton, Harry
Owen, Hely, B.A.
Palmer, Arthur Maurice
Pease, William
Perkins, John Inniss
Peters, Joseph Henry
Pinniger, Stanley Vickers
Piper, Charles Alfred
Pollard, John Charles,
Potter, John Herbert
Pridham, Arthur Eales
Quick, William Montagu
Raven, Alexander James
Rehder, Frank Adolf
Rendall, Herbert Burnell, B.A.
Richardson, Frank
Ricketts, Lionel James Bevan
Rimmington, George Henry
Roberts, Arthur
Roberts, Harold Flintoft Parker
Roberts, John Wallis
Robertson, William Theodore Melvill
Robinson, John Charles
Roddam, Hugh
Rogers, George Edward Boulderson
Rowcliffe, William Edward
Rowland, Arthur Llewellyn
Rudge, Edward Laurence, M.A.
Salter, Thomas
Sandford, John Erskine Grant
Sawyer, Charles Rowe
Searle, Alfred, B.A.
Seatle, John Bridson
Sharp, Charles James
Smith, Sydney Coles
Soames, Charles Edward
Stephenson, Gerald
Strover, Samuel
Stuart, Thomas
Suddaby, Bedall
Sykes, James Walter
Tandy, George O'Brien
Taylor, John Cockram
Terry, Harry
Thompson, Gerald Phillips

Thomson, Montague Calbeck
Thorne, Everard Godwin, B.A.
Tiernay, Frank
Tryon, Charles
Tweedie, Maurice Albert
Waddington, Evelyn
Wain, Frank Woolliscroft
Walker, Joseph
Wallis, George Wade
Ware, William
Wass, Samuel Gibson
Watson, Erskine Gerald, B.A.
Watson, Hugh Angus
Welsford, Robert Mills, B.A.
Welsh, Frederick Gibson
West, Leonard Henry
Whitcombe, Philip William
White, Frederick Westwood
Whitfield, Charles Frederic, B.A
Whitsed, Isaac
Wilkinson, Robert
Willey, William Herbert
Williams, Abraham
Williams, Albert Henry
Williams, Francis Arthur Egerton
Wilson, Charles Bowman
Wilson, Harry
Wilson, Richard
Wilson, Thomas
Woodward, Robert Heartley
Woolley, Charles Webster Rede Gell
Wright, Charles Hadfield
Wright, George Henry Cory, LL.B.
Yates, James

The following candidates were successful at the final examination held on the 22nd and 23rd of April, 1884:—

Allen, Edward Heron
Almond, Henry
Baker, William Thomas
Barker, Claude
Barker, Harry Yates
Barrett, Osman James
Bateman, Benjamin Watering
Batters, Edward Miles
Bell, Edward
Birch, Charles Richard Amesbury
Birkett, Alexander Watson
Boswell, Charles Stuart
Briggs, James
Bright, Frederick Henry
Brown, Arthur Llewellyn Jenkyn, B.A.
Brown, Henry Alban
Burch, Horace Ralph, B.A.
Burgess, Herbert Edward
Burt, John Andrew
Bush, Philip Wathen
Callender, Edward Gordon
Carter, Henry Lloyd
Chapman, John Joseph
Checkley, William Camwell
Chesshyre, Charles Newton
Clarkson, Oswald Henry
Cochrane, Oswald Henry, B.A.
Collins, Archibald Earle
Cooke, Philip Barrett
Cope, Laurence Edwin
Dallas, John James
David, Edward Thomas
David, Joseph Thomas
Donnison, Thomas Edward
Dowling, James
Drew, George Henry
Dunicliffe, Thomas Frederic, B.A.
Edwards, Frederick Harold
Edye, William Adolphus
Evans, John
Fendick, Albert Leopold
Fisher, Arthur
Franklin, Francis Sidney Herbert
Galbraith, John Hammond
Gane, Douglas Montagu
George, David Lloyd
Glaisyer, Harold
Gorton, Gilbert, B.A.
Goulding, William Corbett
Gray, William Seaton
Greig, William Grant
Gribble, Herbert Willis Reginald
Griffiths, John Eaton
Groom, Frederic Edward
Hale, William
Hall, John Henry Sussex
Hansell, Arthur David
Harley, George
Harper, Frank Brinsley
Harrop, Arthur Frederic Holland
Hartley, James Bishop
Hertslet, Frank
Hignett, Percy
Hirst, Edward Theodore, B.A.
Hodsor, James Hewitt
Hornby, Louis Henry
Isherwood, James
Jackson, Michael
James, Edwin Henry
James, Frank Herbert
Janion, Frank Austin
Jarvis, Charles James Ernest
Jessopp, Frederick Charles Edenborough
Jones, Henry Smith Thompson
Jones, James Henry
Jones, Walter Rowlands
Kendrick, Robert Jones
Kesteven, Thomas Laurence
Langton, Robert
Large, William Abbott Abraham
Laurence, Clement John
Lee, Turner
Lloyd, John Ernest
Lowe, George Edward
McGuire, George
Mackinnon, Lauchlan Kenneth Scobie
Main, David
Maitland, Herbert Sampson Payne
Marcus, Herbert John
Marsack, Edward Lethbridge
Marston, John Beale
Matthews, Joseph Bridges
Miles, Edward Vernor
Miller, John McNeile
Minett, Charles Ferdinand
Moore, James
Mutlow, Benjamin
Nalder, Charles Nelme
Nash, William James, B.A.
Neville, George
Newton, Alfred William, B.A.
Nichols, William James
Nicholls, Charles Thurston
Oakshott, Leigh Hunter
Osler, Richard Smith, B.A.
Parry, Watkin Wynn
Payne, Alexander Edmund
Payne, Henry Rogers
Pedley, Charles Herbert
Pigg, David John
Platnauer, Emille Jules Louis
Platnauer, Raphael
Pope, Francis Edward
Porter, George
Price, Howel John James, B.A.
Price, Samuel Hugh
Priest, Walter Bishop
Reynolds, Henry Revell, B.A.
Rideal, Edmund John Freeman
Roberts, Humphrey Wroe
Rodd, Richard Robinson
Romain, David Anidjar
Roper, John James
Rumbelow, Arthur Pierre
Sherwood, Charles Gilbert
Sills, Francis Harry
Simeon, Hugh Barrington, B.A.
Simms, Alfred
Skues, George Edward Mackenzie
Smith, William Frederick
Somerville, James Bradley
Sprott, Frank Walter
Stone, Samuel Francis Montague
Sykes, John
Symond, Elwy Davies
Tapp, William Munro, B.A.
Taylor, William
Thomas, Charles Edward
Todd, Charles Miles
Todd, William
Treharne, David
Troutbeck, John, B.A.
Turner, Charles
Tyacke, Francis Yonge
Walker, Charles Edwin Oscar
Ward, Arthur Egerton Neville
Ward, John Lenton
Ward, William Robert David
Wasbrough, William Butler, B.A.
Weightman, Septimus Rigby
Wells William Clement, B.A.
Wheatley, Charles
Whitaker, Lucas
Wilks, George Stringer
Williams, Arthur Stanley
Williams, Oliver John
Winship, Charles Edward
Woulfe, Herbert Chandos

## LEGAL APPOINTMENTS.

Mr. John Seymour Moss, solicitor and notary, of Hull, has been appointed Solicitor to the Hull and Barnsley Railway Company, in succession to his partner, the late Mr. Francis Lowe. Mr. Moss was admitted a solicitor in 1868.

Mr. Peter O'Brien, Q.C., has been appointed a Sergeant-at-Law in Ireland, in succession to the late Mr. Sergeant Sherlock. Mr. Sergeant O'Brien was called to the bar in Ireland in 1865, and he became a Queen's Counsel in 1880. He practises on the Munster Circuit.

Mr. Edwin Evans Yearsley, solicitor (of the firm of Borlase & Yearsley), of Mitcheldean, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. William Wade Palmer, solicitor, of 171, Queen Victoria-street, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Nicholas Daniel Murphy, barrister, has been appointed Secretary to the Royal Commission on the Queen's Colleges and the Royal University in Ireland. Mr. Murphy was called to the bar in Ireland in 1877.

Mr. Walter Lovell, solicitor, of Cambridge, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

### DISSOLUTIONS OF PARTNERSHIPS, &c.

Frank Barber Wrightson and Charles Oliver Green, solicitors, 7, Great St. Helen's, Bishopsgate, London. April 30. The business will be henceforth carried on by the said Frank Barber Wrightson.

William Burchell, William Burchell, Jun., William George Wilde, James Ward Burchell, and Charles Tufnell Dyne Burchell, solicitors, 5, the Sanctuary, Westminster (Burchell & Co.). March 31. The said William Burchell, William George Wilde, James Ward Burchell, and Charles Tufnell Dyne Burchell will hereafter carry on the business under the same style on their own account.

[*Gazette*, May 9.]

## LEGISLATION OF THE WEEK.

### HOUSE OF LORDS.

May 8.—*Bills Read a Second Time.*

Private Bill.—Stockton Carrs Railway.

Marriages Legalization.

*Bill in Committee.*

Public Health (Confirmation of By-Laws).

*Bill Read a Third Time.*

Private Bill.—North-Eastern Railway.

May 9.—*Bill Read a Second Time.*

Private Bill.—Belhaven Trust Estate.

*Bills Read a Third Time.*

Private Bills.—Indiarubber, Gutta Percha, and Telegraph Works Company; Walton-on-the-Naze and Frinton Improvement; Leicester Corporation; North Sea Fisheries (East Lincolnshire) Harbour and Dock.

Public Health (Confirmation of By-Laws).

May 12.—*Bills Read a Second Time.*

Private Bills.—Midland Railway; Wharves and Warehouses Steam Power and Hydraulic Pressure Company.

Electric Lighting Provisional Order.

*Bill in Committee.*

Marriages Legalization.

*Bills Read a Third Time.*

Private Bills.—Upwell, Outwell, and Wisbech Railway (Abandonment); West Ham Local Board.

May 13.—*Bills Read a Second Time.*

Private Bills.—Scarborough and Whitby Railway; Bristol Corporation (Docks Purchase); Great Western Railway and Bristol and Portishead Pier and Railway Companies.

Colonial Attorneys Relief Act Amendment.

*Bills in Committee.*

Private Bill.—Electric Lighting Provisional Order.

Married Women's Property Act Amendment (passed through Committee).

Settled Land (passed through Committee).

*Bills Read a Third Time.*

Private Bills.—Totnes, Paignton, and Torquay Direct Railway; London Tramways; Southampton Corporation (Cemetery, &c.); Henley-in-Arden and Great Western Junction Railway; Birkenhead Corporation.

## HOUSE OF COMMONS.

*May 8.—Bills Read a Third Time.*

PRIVATE BILLS.—Bishop's Castle Extension to Montgomery Railway; Bolton-le-Sands and Warton Reclamation; Leominster and Bromyard Railway; Ruthin and Cerrig-y-Druidion Railway.

Contagious Diseases (Animals).

*May 9.—Bills Read a Second Time.*

PRIVATE BILL.—Tramways Provisional Orders.

Municipal Elections (Corrupt and Illegal Practices) (referred to Grand Committee on Law).

*Bills Read a Third Time.*

PRIVATE BILLS.—Electric Lighting Provisional Order No. 2; Local Government (Poor Law) Provisional Orders Nos. 2, 3, 5, 6, 7, and 8; Water Provisional Orders.

*May 12.—Bills Read a Second Time.*

PRIVATE BILLS.—Imperial Continental Gas Association; North and South Woolwich Subway; Star Life Assurance Society; Plymouth, Devonport, and District Tramways.

Strensall Common.

*Bill Read a Third Time.*

PRIVATE BILL.—Birmingham Compressed Air and Power Company.

*May 13.—Bills Read a Second Time.*

PRIVATE BILLS.—Llandrindod Wells Water; Uxbridge and Rickmansworth Railway; Local Government Provisional Orders (No. 2); Local Government Provisional Orders (Poor Law) (No. 9); Local Government Provisional Orders (Poor Law) (No. 10); Tramways Provisional Orders (No. 2); Tramways Provisional Orders (No. 3).

*Bill Read a Third Time.*

PRIVATE BILL.—Commons Regulation Provisional Order.

*May 14.—Bill in Committee.*

Strensall Common (Costs and Expenses of Commissioners).

*New Bill.*

Bill to extend the Factory Acts to shops (Sir JOHN LUBBOCK).

# COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

| Date. | | Court of Appeal. | V. C. Bacon. | Mr. Justice Kay. |
|---|---|---|---|---|
| Monday, May | 19 | Mr. Farrer | Mr. Koe | Mr. Merivale |
| Tuesday | 20 | Teesdale | Clowes | King |
| Wednesday | 21 | Farrer | Koe | Merivale |
| Thursday | 22 | Teesdale | Clowes | King |
| Friday | 23 | Farrer | Koe | Merivale |
| Saturday | 24 | Teesdale | Clowes | King |
| | | **Mr. Justice Chitty.** | **Mr. Justice North.** | **Mr. Justice Pearson.** |
| Monday, May | 19 | Mr. Ward | Mr. Cobby | Mr. Lavie |
| Tuesday | 20 | Pemberton | Jackson | Carrington |
| Wednesday | 21 | Ward | Cobby | Lavie |
| Thursday | 22 | Pemberton | Jackson | Carrington |
| Friday | 23 | Ward | Cobby | Lavie |
| Saturday | 24 | Pemberton | Jackson | Carrington |

## FROM THE QUEEN'S BENCH AND PROBATE, DIVORCE, AND ADMIRALTY (ADMIRALTY) DIVISIONS.

(*Concluded from p. 464.*)

Cheeseman v Plummer app of plt from judgt of Baron Pollock in Middlesex Feb 20

Yarworth v Severn, Wye, and Severn Bridge Ry Co app of plt from judgt of Mr Justice Hawkins at trial in Middlesex Feb 21

Edwards v Edwards app of plt from judgt of Mr Justice Mathew at trial Feb 22

Jones v Evans appl of defts from judgt of Mr Justice Stephen at trial Feb 22

Davis and anr v Fieldman appl of plts from judgment of Baron Pollock at trial in Middlesex Feb 27

The Queen on prosecution of C W Todd v Greenwich District Bd of Works (Q B Crown Side) appl of defts from judgt of Mr Justice Day on mandamus Feb 27

Richardson & ors v Hunting & anr appl of defts from judgt of Mr Justice Field at trial at Leeds Feb 29

Hearson v Hawkes appl of plt from judgment of Mr Justice Hawkins at trial in Middlesex March 1

Gardner v The Furness Ry Co appl of defts from judgment of Justices Cave and Day on special case (without pleadings by consent) March 3

Hankind and Woods v The British Ind a Steam Navigation Co ld appl of defts from judgment of Lord Justice Fry at trial March 3

Brunsden v Staines Local Board appl of plt from judgt of Mr Justice Mathew at trial March 3

Hollingshead and Co v Hanmer and Co appl of defts from judgt of Lord Justice Baggallay at trial at Liverpool March 3

Mowatt v Haymen Haymen v Mowatt (by claim and counter claim) appl of deft Haymen from judgt of Mr Justice Mathew at trial in Middlesex March 4

In re W B Abbot, gentleman, one, &c, and In re Edward Lewis appl of E Lewis from order of Justices Stephen and Mathew for committal to prison for illegal practice March 6

Brown v Inskipp appl of deft from judgment of Mr Justice Mathew at trial in Middlesex March 6

Homer v Levick appl of plt from judgment of Mr Justice Day at trial in Middlesex without a jury March 7

Taylor v Judd appl of deft from Baron Pollock and Mr Justice A L Smith confirming Master's dismissal of applin to set aside signed judgment under order 14 March 7

Ship "King Arthur" (Breach of Contract) Adrien Bonté et fils v Thos Turnbull & Sons and ors app of defts from judgt of Mr Justice Butt Mar 10 (without Assessors)

Castel & Latta v Franchomann app of of defts from judgt of Mr Justice Stephen at trial in Middlesex Mar 10

Moss v Russell app of plt from judgt of Lord Justice Baggallay at trial Mar 12

Uzielli & Co v The Boston Marine Insurance Co app of defts from judgt of Justice Mathew at trial in Middlesex Mar 12

The Ripley Old Brewery Co ld v Woolley app of plts from judgt of Mr Justice Denman at trial in Nottingham Mar 13

Joseph v Lyons app of deft from judgt of Baron Huddleston at trial Mar 17

(Transferred from Mr Justice Chitty to Queen's Bench Division by general order) Attorney-Gen v Horner app of deft from judgt of Mr Justice Stephen at trial in Middlesex Mar 17

Milner v The Great Northern Railway Co app of deft from order of Justices Lopes, Stephen and Cave Mar 18

Kennard v Simmons app of plt from judgt of Lord Justice Lindley at trial Mar 18

Yetts v The Billericay Union Rural Sanitary Authority app of defts from judgt of Mr Justice Mathew at trial in Middlesex Mar 19

Rose v Delacre's Extract of Beef Co and ors app of plt from judgt of Mr Justice Mathew at trial in Middlesex Mar 20

Sun Permanent Benefit Building Society v Kent app of deft from judgt of Mr Justice Cave at trial in Middlesex Mar 20

Hackney Permanent Benefit Building Society v Hill and anr app of plts from judgt of Mr Justice Mathew at trial in Middlesex Mar 24

Usher v Miller and anr, and the Bryn Henllis Colliery Co app of deft Colliery Co from Mr Justices Day and A L Smith on rpl case Mar 24

The Queen v T D Sibly (Q B Crown Side) app of deft Sibly and Butler and Burgess from order of the Lord Chief Justice and Mr Justice Stephen quashing auditor's allowance March 25

The Queen v South-Eastern Ry Co (Q B Crown Side) app of defts from Lord Chief Justice and Mr Justice Lopes discharging rule nisi to quash order of sessions March 25

Bateman & Co v North app of plts from Justices St phen and Day reversing order of Master affirmed by a Judge in chambers March 26

Todd v Rabinson app of deft from judgt of Mr Justice Field at trial at Newcastle March 26

Leigh and anr v Dickeson app of deft from judgt of Baron Pollock at trial March 27

Stoer v Hopcraft app of plts from judgt of Mr Justice Mathew at trial March 27

Pratt (the younger) v The Commissioners of the Nene Outfall app of defts from judgt of Mr Justice Grove after trial at Norwich March 24

Evans v Roberts and Wife and ors app of defts from judgt of Mr Justice Stephen after trial at Carnarvon March 28

Treachard v Holdway app of plt from judgt of Justices Watkin Williams and Mathew on special case April 1

Lister and anr v Horsfall (Hardaker and anr third partie ) app of third parties from Justices Denman and Manisty directing payment by third parties of def's costs of action April 1

Sheffield and South Yorkshire Permanent Bldg Society v Harrison app of plts from judgt of Mr Justice Field after trial April 1

Griffiths v London and St Katherine Dock Co app of plt from judgt of Justices Day and A L Smith on point of law raised by defence April 2

White v Willoughby app of plts from judgt of Mr Justice Lopes at trial in Middlesex April 2

W H Last (Surveyor of Taxes) v The London Assurance Corpn (Q B Revenue Side) app of W H Last from Mr Justice Day (Mr Justice A L Smith dissentiente) April 3

Richardson & Webster v Jope app of pltff from judgt of Baron Huddleston at trial in Middlesex April 3

Tew v Newbold-on-Avon School Board app of pltff from judgt of Mr Justice A L Smith after trial April 3

Tate & Sons v Hyslop app. of pltff from Justices Day and A L Smith setting aside verdict and judgt and giving judgt for deft—action tried in London by Mr Justice Manisty April 3

F Blake (Surveyor of Taxes) v The Imperial Brazilian, Natal and Nova Cruz Ry Co ld (Q B Revenue Side) app of the Imperial Brazilian &c Ry Co from order of Justices Day and A L Smith April 8

The Mayor &c of Over Darwen v The Justices of the Peace of Lancashire app of defts from judgt of Justices Day and A L Smith on special case April 7

Elliott v Bayly app of plt from judgt of Baron Huddleston at trial in Middlesex April 7

Dowling v Torkington and anr app of plt from the Lord Chief Justice and Mr Justice Cave dismissing motn for judgt after trial under Order 40, r 2 April 9

Findlay and the London Dry Docks Co ld v W Barter & Co and ors app of defts from judgt of Mr Justice Lopes at trial April 9

Lockwood v Tunbridge Wells Local Board app of plt from judgt of Baron Huddleston at trial in Middlesex April 10

The Queen v T D Sibly (Q B Crown Side) app of J W Sealey and ors from the Lord Chief Justice and Justices Stephen and Lopes confirming order quashing Auditors' allowance April 17

## FROM PROBATE, DIVORCE, AND ADMIRALTY DIVISION.

N.B.—Probate and Divorce Appeals — Final and Interlocutory — are inserted according to date of setting down in the List of Chancery Appeals for hearing as they are reached in Appeal Court II.

N.B.—Admiralty appeals without assessors—Final and Interlocutory—are inserted according to date of setting down in the List of Queen's Bench Appeals for hearing as they are reached in Appeal Court I.

(Admiralty).

For Hearing.

With Nautical Assessors.

N.B.—Admiralty Appeals with Assessors are taken on special days to be appointed by the Court in Appeal Court I., of which due notice will be given in the Daily Cause List.

1883.

Ship Elgin (damage) (consolidated actions) Owners of barque Inga v Owners of Elgin and freight Owners of barque Elgin v Owners of Inga and freight app of owners of Elgin from judgt of Sir James Hannen Aug 15

Ship Egyptian Monarch (damage) Owners of Frances v Owners of Egyptian Monarch and freight app of plts from judgt of Sir James Hannen Sept 20

Ship Glenogle (damage) Owners of the Achille & ors v Owners of the Glenogle appl of defts from judgt of Mr Justice Butt Nov 27
Ship Beryl (damage) Owners, Master and Crew of the Abcona v Owners of the Beryl and freight appl of pltffs from judgt of Mr Justice Butt Dec 6
Ships Beta & Peter Graham (damage) (consolidated actions) Owners of the Peter Graham and ors v Owners of the Beta, her cargo and freight appl of Owners of the Beta from judgt of Mr Justice Butt Dec 17
Ship St Leonards (damage) The General Steam Navigation Co v Shaw, Saville & Co, Owners of St Leonards appl of pltffs from judgt of Mr Justice Butt Dec 19

1884.

Ship Palermo (damage) Owners of the Rivoli and ors v Owners of the Palermo and freight app of defts from judgt of Mr Justice Butt Jan 9
Ships John McIntyre & Monica (damage) (consolidated actions) Owners of the Monica and cargo v Owners of the John McIntyre and freight app of defts from judgt of Mr Justice Butt Jan 14
Ship India (damage) Owners of the Amity and ors v Owners of the India app of defts from judgt of Mr Justice Butt Jan 17
Ship Iris (damage) Owners of the Heimdal v Owners of the Iris and freight app of deft from judgt of Mr Justice Butt Jan 21
Ship Glengarry (salvage) Owners of the Gt Western and ors v Owners of the Glengarry, her cargo and freight app of plts from judgt of the President Feb 25
Ship Dordogne (damage) The Edith Steamship Co and ors v Owners of the Dordogne app of defts from judgt of Mr Justice Butt March 10
Ship Vera Cruz (damage) Owners, Master, and Crew of the Agnes v Owners of the Vera Cruz app of deft from judgt of Mr Justice Butt March 20
Ship Emmy Haase (damage) Barry and ors v Owners of the Emmy Haase app of defts from judgt of Mr Justice Butt April 8
Ship Raisby (salvage) Owners of the Gironde and ors v Owners of the Raisby and freight app of defts from judgt of Mr Justice Butt April 9
Ship Vistka (damage) Owners of the Lady Mulgrave v Owners of the Mulgrave app of defts from judgt of Mr Justice Butt April 10

From Orders made on Interlocutory Motions in the Queen's Bench and Admiralty Divisions.

Ship Vera Cruz Seward v Owners of the Vera Cruz appl of defts from decree of Mr Justice Butt overruling protest against jurisdiction March 12
Jones v Curling (1881—J—1,867) Jones v Curling (1882—J—1,984) consolidated actions appl of plt from order of Lord Chief Justice on Feb 23 for taxation and division of costs—action tried by Lord Chief Justice at Chester March 13
Robinson and anr v Tucker appl of deft from Justices Denman and Manisty dismissing motion for new trial
Robinson and anr v Tucker appl of deft from judgment of Mr Justice Watkin Williams at trial of interpleader issue March 13
Wm Muir and Co v Anglo-American Brush Electric Light Corporation ld appl of defts from Justices Denman, Manisty & Williams setting aside judgt of Mr Justice Butt and directing a third trial March 13
Brock and ors v Warmisham appl of deft from Justices Stephen, Lopes and Cave refusing to set aside order of reference and award March 13
Birkett, Spedding & Co v Steel, Young & Co appl of plts from Justices Denman, Manisty & Watkin Williams setting aside verdict and judgt and directing new trial—action tried by Baron Pollock in London March 17
Kemble v Bruff and anr appl of deft Bruff from part of order of Lord Chief Justice and Justices Lopes and Cave directing further affidavit as to documents relating to deft's business March 17
Richardson v Cooke appl of deft from Justices Denman & Manisty refusing new trial—action tried by Mr Justice Watkin Williams in Middlesex March 18
Jacques v Harrison appl of Official Liquidator of North London Freehold Land, &c Co from Justices Denman & Manisty refusing review of taxn March 18
Davis v L & S W Ry Co appl of plt from Justices Day and A L Smith refusing new trial—action tried by Mr Justice Manisty in Middlesex March 19
Cooke & Sons v Beattie and ors app of deft from Justices Denman, Manisty and Watkin Williams reversing order for stay of action upon terms Mar 19
Mussens v Hunting app of plt from Justices Day and A L Smith setting aside verdict and judgt and directing new trial—action tried at Liverpool by Lord Justice Baggallay Mar 10
Gillig v The American Exchange in Europe ld app of defts from Justices Denman and Manisty refusing new trial Mar 21
The London Scottish Permnt Benefit Soty v Chorley and ors app of plts from Justices Denman, Manisty and Watkin Williams refusing review of taxation Mar 22
Lloz v The Era Industrial and General Fire Insurance Co ld app of plt from Justices Day and A L Smith setting aside verdict and judgt and granting new trial Mar 22
Callender v Wallingford app of plt from the Lord Chief Justice and Mr Justice Watkin Williams allowing 3rd party to put in and raise same defence as defts March 24
The Queen v Edwards and anr, Justices of Norfolk and Eastern and Midlands Railway Co (Q B Crown Side) app of George Henry Morse from order of the Lord Chief Justice and Mr Justice Cave for certiorari to quash order of Justices March 24
Guy v Leaman app of defts from Justices Denman and Manisty refusing new trial—action tried by Lord Justice Fry at Cardiff March 26
Turner v Foote & Co app of defts from the Lord Chief Justice and Justices Lopes and Cave setting aside order for plt to give full security for costs Mar 26
G Singer & Co v Stassen & Son app of deft from Justices Day and A L Smith varying order as to costs of amending specification and extending time for submission to judgt March 28
Plumstead District Board of Works v A J Spackman (Q B Crown Side) app of A J Spackman from the Lord Chief Justice and Justices Stephen and Mathew setting aside refusal of Magistrates and giving liberty to pull down houses over line of deviation March 31
In re judgt of Mayor's Court removed to High Court. Hanson v Heale app of deft from Justices Stephen and Day refusing to set aside removal of judgt and appointment of receiver April 1
Taylor v Cave app of plt from judgt of Lord Chief Justice and Mr Justice Watkin Williams affirming refusal of Master and Judge in chambers for affidavit of documents April 2
Prosser v Mallinson (Charles North, Claimant) app of claimant from Justices Day and A L Smith reversing order of Mr Justice Field as to interpleader costs April 2
Stewart v Brodrick, Vaughan, & Co app of plt from order of Justices Day and A L Smith granting new trial-action tried by Baron Huddleston in Middlesex April 3
Elliott and anr, trading, &c v Dean app of deft from Justices Manisty and Watkin Williams refusing new trial—action tried by Mr Justice A L Smith at Nottingham April 3
Scowby and ors, infants by next friend, v Carter & ors appl of deft Carter from Justices Day and A L Smith setting aside verdict and judgt and directing new trial—action tried by Mr Justice Hawkins April 3
Comte & Co v Brown and ors appl of deft Margt Brown and her Solr from order of the Lord Chief Justice and Justices Williams & Cave, dated 12 March, and from order of Justices Day and A L Smith, dated 28th March April 4
County Court Appeal G Mathews v F Ovey (Q B Crown side) argument of rule nisi for new trial granted by Court of Appeal after refusal by Justices Manisty and Watkin Williams April 4
Compagnie Financiere et Commerciale du Pacifique v Peruvian Guano Co ld appl of deft Co from Lord Chief Justice and Mr Justice Cave upholding Mr Justice Field's order for Directors and ors to answer interrogs April 5
In re an Arbitration between George Powers and Messrs Reid and Glasgow appl of George Powers from the Lord Chief Justice and Mr Justice Cave refusing to set aside arbitrator's award April 15
Henry Rifled Barrel Engineering and Small Arms Co ld v Employers' Liability Assce Corpn ld appl of defts from Justices Day and A L Smith refusing new trial—action tried by Baron Huddleston in Middlesex April 5
Brereton v Gt Eastern Ry Co appl of defts from Justices Watkin Williams and A L Smith refusing new trial—action tried by Mr Justice Hawkins in Middlesex with special jury April 7
Fraser & Co. v Ehrensperger & anr app of defts from judgt of Justices Day and A L Smith on points of law April 8
Dowling v Torkington & anr app of pltff from the Lord Chief Justice and Mr Justice Cave directing new trial—action tried by Mr Justice Grove in Middlesex April 9
Walker & ors v Midland Ry Co app of pltff from Justices Manisty and Watkin Williams setting aside verdict and judgt for pltffs—action tried by Mr Justice Grove in Middlesex with special jury April 10
Smithers v Barclay, Hill & Co app of defts from the Lord Chief Justice and Mr Justice Cave directing costs to abide result of reference April 10
Compagnie Financiere et Commerciale du Pacifique v The Peruvian Guano Co ld app of pltff from the Lord Chief Justice and Mr Justice Cave discharging Mr Justice Field's order directing Chairman of Co to answer interrogs Apr 10
Fearon v Earl of Aylesford app of defts from order of Justices Denman and Manisty—action tried by Mr Justice Day in Middlesex April 10
Rudd v Cairns app of pltff from the Lord Chief Justice and Mr Justice Cave directing new trial—action tried by Mr Justice Day at York April 10

## FROM THE LONDON BANKRUPTCY COURT.

1883.

| In re | Exparte | Appeal from |
|---|---|---|
| Carvil & McKean | Gliddon | Mr Registrar Murray |
| Fielden | Fielden | Mr Registrar Brougham |
| Renaud | Caldicott | Mr Registrar Hazlitt |
| H Imes | Blackburn | The Chief Judge |
| Terrell | Terrell | The Chief Judge |
| Huggins | Rabbidge | Mr Registrar Brougham |

1884.

| | | |
|---|---|---|
| Spill & Co | Leslie | Mr. Registrar Hazlitt |
| Phillips | Bath | The Chief Judge |
| Tollemache | Revell & anr | Mr Registrar Pepys |
| Whichelow | Palmer | Mr Registrar Pepys |
| Kent | G Kent | Mr Registrar Hazlitt |
| Milner | Tolema | Mr Registrar Hazlitt |
| Tollemache | Rovell Martin | Mr Registrar Pepys |
| Hon E B Courtenay | Dear (N A) | County Court Exeter |
| Wilson | Hunt, Fowler & Co | County Court Kingston-upon-Hull |
| Owen | Peyton & Peyton | County Court Canterbury |
| Salkeld | Goad | Mr Registrar Pepys |
| Cohen | Cohen | Mr Registrar Murray |
| Bennett | Dear | The Chief Judge |
| Crowther | Harvey | County Court Manchester |
| Walker & Son | Gellibrand | County Court King's Lynn |
| Hempstead | Hempstead | Mr Registrar Murray |

## SUMMARY OF APPEAL LIST.

| | Final | Interlocutory | Total |
|---|---|---|---|
| From the Chancery Division .. .. | 154 .. | 16 .. | 170 |
| From the Queen's Bench Division .. | 130 .. | 40 .. | 170 |
| From the Probate, Divorce, and Admiralty Division, Admiralty with Assessors | 16 .. | — .. | 16 |
| From the London Bankruptcy Court .. | 22 .. | — .. | 22 |
| Total .. | 322 | 56 | 378 |

Tenders will be received by the National Bank of Australasia up to the 20th inst., for a South Australian Government four per cent. loan for £1,651,300, in bonds of £1,000, £500, £200, and £100 each, with interest commencing from the 1st ult. The principal is repayable at par on the 1st of April, 1924. The minimum price is £100 per cent., payable £5 per cent. on application; a further sum on the 27th of May, 1884, to reduce the amount unpaid to £75 per cent. £25 per cent. on the 24th of June, 1884; £25 per cent. 22nd of July, 1884; and £25 per cent., the balance, on the 17th of August, 1884, when the bonds will be ready for delivery in exchange for Scrip. It is stated that the loan is required for railways and other public purposes. This loan is issued in bonds or inscribed stock at the option of the allottees.

# COMPANIES.

## WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BANBURY COLOUR AND PAINT COMPANY, LIMITED.—Petition for winding up, presented May 7, directed to be heard before Chitty, J., on Saturday, May 24. Field and Co, Lincoln's inn fields, agents for Barlow and Co, Birmingham, solicitors for the petitioner

CORK CUTTING MACHINERY SYNDICATE, LIMITED.—Petition for winding up, presented April 30, directed to be heard before Pearson, J., on May 17. Barnes, Finsbury pavement, solicitor for the petitioner

PAUL MILLONAIN PATENT FUEL COMPANY, LIMITED.—Petition for winding up, presented May 6, directed to be heard before Chitty, J., on May 17. Snell and Co, George st, Mansion House, solicitors for the petitioner

SILVER PEAK MINING COMPANY, LIMITED.—Petition for winding up, presented May 8, directed to be heard before Chitty, J., on May 17. Snell and Co, George st, Mansion House, solicitors for the petitioner

[*Gazette*, May 9.]

ANGLO-AFRICAN STEAMSHIP COMPANY, LIMITED.—Petition for winding up presented May 7, directed to be heard before Kay, J., on May 23. Crick, Billiter st solicitor for the petitioners

CENTRAL METROPOLITAN RAILWAY COMPANY, LIMITED.—By an order made by Kay, J., dated May 2, it was ordered that the said company be wound up. Fisher and Carter, Old Jewry-chambers, solicitors for the said petitioner.

GRESHAM BANK, LIMITED.—By an order made by Pearson, J., dated May 3, it was ordered that the bank be wound up. Fisher and Carter, Old Jewry chmbrs, solicitors for the petitioner

INSTOCK COLLIERY COMPANY, LIMITED.—By an order made by Bacon, V.C., dated May 3, it was ordered that the company be wound up. Gregory and Co, Bedford row, agents for Owston and Co, Leicester, solicitors for the petitioners

ISLEWORTH SWIMMING BATH ASSOCIATION, LIMITED.—Chitty, J., has, by an order, dated April 25, appointed Philip Shuttleworth Darnell, 1, Clement's inn, to be official liquidator

J. B. ROGERS ELECTRIC LIGHT AND POWER COMPANY, LIMITED.—By an order made by Bacon, V.C., dated May 3, it was ordered that the company be wound up. Rooks and Co, King st, Cheapside, solicitors for the petitioners

LICENSED VICTUALLERS' GUARDIAN NEWSPAPER COMPANY, LIMITED.—Chitty, J. has, by an order dated March 1, appointed William Brock Keen, 15, King st, Cheapside, to be official liquidator

LONDON FISH MARKET AND NATIONAL FISHERY COMPANY, LIMITED.—Creditors are required, on or before June 10, to send their names and addresses, and the particulars of their debts or claims, to John Peirson, 2, Gresham bldgs, Basinghall st. June 24 at 12 is appointed for hearing and adjudicating upon the debts and claims

MANCHESTER AND OLDHAM BANK, LIMITED.—By an order made by Pearson, J., dated May 3, it was ordered that the winding up of the above bank be continued. Learoyd and Co, Moorgate, agents for Blackburn and Smyth, Oldham, solicitors for the petitioners

MIRROR LAUNDRY COMPANY, LIMITED.—Petition for winding up, presented May 9, directed to be heard before Kay, J., on May 23. Worthington Evans. Eastcheap

NORTH LONDON FREEHOLD LAND AND HOUSE COMPANY, LIMITED.—Creditors are required, on or before May 30, to send their names and addresses, and the particulars of their debts or claims, to John Brown, 16, Holborn viaduct. Wednesday June 11 at 12 is appointed for hearing and adjudicating upon the debts and claims

VICTOR GAS ENGINES COMPANY, LIMITED.—Petition for winding up, presented May 12, directed to be heard before Kay, J., on May 23. Bell, Brodrick, and Gray, Bow Churchyard, agents for Walker and Tweedale, Leeds, solicitors for the petitioner

WEST END DAIRY FARM COMPANY, LIMITED.—Petition for winding up, presented May 12, directed to be heard before Kay, J., on May 23. Hatton and Westcott, Strand, solicitors for the petitioners

YORK CLUB, LIMITED.—By an order made by Chitty, J., dated May 3, it was ordered that the club be wound up. Palmer and Bull, Bedford row, agents for Lamb and Evett, Brighton, solicitors for the said petitioner

[*Gazette*, May 13.]

UNLIMITED IN CHANCERY.

COMMERCIAL AND LEGAL STATIONERY COMPANY.—Chitty, J., has, by an order dated March 31, appointed James Henry Thornton, 44, Finsbury pavement, to be official liquidator

[*Gazette*, May 13.]

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

ABBEY MILL SPINNING COMPANY, LIMITED.—By an order made by Fox-Bristowe, V.C., dated May 3, it was ordered that the company be wound up. Grundy and Co, Manchester, agents for Tweedale and Co, Oldham, solicitors for the petitioners

FENISCOWLES PAPER MILL COMPANY, LIMITED.—By an order made by Fox-Bristowe, V.C., dated April 30, it was ordered that the company be wound up. Addleshaw and Warburton, Manchester, solicitors for the petitioner

NEW GROSVENOR COLLIERY COMPANY, LIMITED.—By an order made by the Vice-Chancellor, dated April 30, it was ordered that the voluntary winding up of the company be continued. A. and G. W. Fox, Manchester, solicitors for the petitioner

[*Gazette*, May 9.]

UNLIMITED IN CHANCERY.

DUCIE BRIDGE PERMANENT BENEFIT BUILDING SOCIETY.—The Vice-Chancellor has fixed May 22 at 2 Clarence st, Manchester, for the appointment of an official liquidator

[*Gazette*, May 13.]

FRIENDLY SOCIETIES DISSOLVED.

FRIENDLY SOCIETY, Old Angel Inn, Taunton, Somerset. May 5

[*Gazette*, May 9.]

CHEDDLETON FEMALE FRIENDLY SOCIETY, Choir House, Cheddleton, Stafford. May 7

CHRISTIAN UNION AND FRIEND-IN-NEED BENEFIT SOCIETY, National School-room, Poole, Dorset. May 7

OLD HILL BRICKMAKERS' FRIENDLY SOCIETY, Old Hill Brewery, Old Hill, Stafford. May 6.

SOCIETY FOR PROVIDING THE FUNERAL EXPENSES ON THE DEATH OF CHILDREN FRIENDLY SOCIETY, Chapel House Inn, Denton, Lancaster. May 7

[*Gazette*, May 13.]

## BIRTHS, MARRIAGES, AND DEATHS.

### BIRTHS.

DRINKWATER.—May 7, at Tynwald, Grove-park, Chiswick, the wife of George Drinkwater, barrister-at-law, of a son.

MACNAMARA.—May 8, at Hyde-park-mansions, the wife of Walter H. Macnamara, of the Inner Temple, barrister-at-law, of a son.

### DEATHS.

LEVEY.—April 23, at Kimberley, South Africa, Edward Rundle Levey, barrister-at-law.

PATIENCE.—May 12, at Eskdale, Lordship-road, N., Henry Albert Patience, of 120, Cheapside, solicitor, aged 57.

## SALES OF ENSUING WEEK.

May 20.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, at 2 p.m., Freehold and Copyhold Estates (see advertisement, May 3, page 4).

May 22.—Messrs. BUCKLAND & SONS, at the Castle Hotel, Windsor, at 2 for 3 p.m., Freehold Properties (see advertisement May 10, page 4).

May 22.—Messrs. NORTON, TRIST, WATNEY, & Co., at the Mart, at 2 p.m., Freehold Properties (see advertisement this week, page 4).

May 22.—Mr. JOHN LEES, at the Mart, at 1 p.m., Freehold Property (see advertisement May 10, page 4).

May 23.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m. Freehold and Leasehold Properties (see advertisements, May 3, page 4; May 10, page 4, and this week, page 4).

# LONDON GAZETTES.

## THE BANKRUPTCY ACT, 1883.

RECEIVING ORDERS.

FRIDAY, May 9, 1884.

Armstrong, Emma, New Brentford, Corn Merchant. Brentford. Pet May 6. Ord May 6. Exam June 26

Bishop, Frederick William, Eling, Hampshire, Brewer's Manager. Southampton. Pet May 6. Ord May 6. Exam May 20 at 12

Blaker, Benjamin, Portslade, Sussex, Coal Merchant. Brighton. Pet May 7. Ord May 7. Exam May 29 at 12

Cornwell, James, Old Ford rd, Bethnal Green, Trimming Manufacturer. High Court. Pet May 7. Ord May 7. Exam June 14 at 11 at 34, Lincoln's inn fields

Chenery, Anna, Thetford, Norfolk, Dressmaker. Norwich. Pet May 5. Ord May 6. Exam May 21

Daubney, Edward Samuel, Nottingham, Timber Merchant. Nottingham. Pet May 6. Ord May 6. Exam June 17

Dempsey, William Patrick, Elton, Huntingdonshire, Saddler. Peterborough. Pet May 7. Ord May 7. Exam May 28 at 2

Francis, Edward Albert, Trowbridge, Wiltshire, Grocer. Bath. Pet May 5. Ord May 5. Exam May 22 at 12

Gollings, Robert, Fletton, nr Peterborough, Huntingdonshire, Brick Manufacturer. Peterborough. Pet May 7. Ord May 7. Exam May 28 at 12

Graham, Charles, Garston, Lancashire, Grocer. Liverpool. Pet April 25. Ord May 6. Exam May 19 at 11.30

Gray, Ralph, Durham, Currier. Durham. Pet May 5. Ord May 5. Exam May 27 at 2.30

Groom, Francis, Shaftesbury rd, Hammersmith, Solicitor's Clerk. High Court. Pet May 6. Ord May 6. Exam June 13 at 11 at 34, Lincoln's inn fields

Hall, Benjamin, Darlington, Durham, Boot Dealer. Stockton on Tees and Middlesborough. Pet May 6. Ord May 6. Exam May 14 at 10.45 at County Court, Stockton on Tees

Hendriks, Alfred, Newhaven, Sussex, Solicitor. Lewes and Eastbourne. Pet May 6. Ord May 5. Exam May 30 at 11

Huntley, John Swan, Jarrow on Tyne, Durham, Tobacconist. Newcastle on Tyne. Pet May 6. Ord May 6. Exam May 20

Hyde, George Cleveland, Croydon, Provision Merchant. Croydon. Pet May 5. Ord May 5. Exam May 23

James, Benjamin, Hereford, Butcher. Hereford. Pet May 6. Ord May 6. Exam May 30

Johnston, James Aloysius, Barnet, Hertfordshire, Hotel Keeper. Barnet. Pet May 6. Ord May 6. Exam May 14 at 11 at Townhall, Barnet

Kent, Joseph, Langrickville, Lincolnshire, Farmer. Boston. Pet April 24. Ord May 5. Exam June 12

King, Richard, East Retford, Nottinghamshire, Outfitter. Lincoln. Pet May 7. Ord May 7. Exam May 26 at 12

Levy, Barnard, Liverpool, Jeweller. Liverpool. Pet May 6. Ord May 6. Exam May 19 at 11.30

Lewis, Harris, Liverpool, Picture Frame Manufacturer. Liverpool. Pet May 6. Ord May 6. Exam May 19 at 12

Lewis, William, Llangafelach, Glamorganshire, Blacksmith. Swansea. Pet May 3. Ord May 5. Exam May 22

Lindsay, William Mollison, Ondine rd, East Dulwich, Banker's Clerk. High Court. Pet May 7. Ord May 7. Exam June 12 at 11 at 34, Lincoln's inn fields

Loder, James, Cheltenham, Cabinet Manufacturer. Cheltenham. Pet May 6. Ord May 6. Exam May 30 at 12

Luttman, Edward, Miles Platting, Lancashire, Baker. Manchester. Pet May 6. Ord May 6. Exam May 19 at 12.45

Macgarr, Robert Thomas, Hull, Master Mariner. Kingston upon Hull. Pet May 7. Ord May 7. Exam May 26 at 12 at Court-house, Townhall, Hull

Marsden, Robert, Oldham, Lancashire, Iron Planer. Oldham. Pet May 3. Ord May 5. Exam May 15 at 12

Mayhew, Irenæus, Hampton Wick, Stockbroker's Clerk. Kingston, Surrey. Pet May 5. Ord May 5. Exam June 13

Mearbeck, John, Sheffield, Table Knife Manufacturer. Sheffield. Pet May 3. Ord May 5. Exam May 23 at 11.30

Palmer, Mary, Bath, Boot Maker. Bath. Pet May 5. Ord May 5. Exam May 22 at 12

Ringrose, Benjamin, Ulceby, Lincolnshire, Innkeeper. Great Grimsby. Pet May 6. Ord May 6. Exam May 26 at 11 at Townhall, Grimsby

Robinson, William, Bishop Auckland, Durham, Boot Dealer. Durham. Pet May 5. Ord May 5. Exam May 27 at 2.30

Shelley, Henry, Sheffield, Butcher. Sheffield. Pet May 5. Ord May 5. Exam May 23 at 11.30

Smithard, Henry, and Edward Smithard, Manchester, Grocers. Manchester. Pet May 5. Ord May 5. Exam May 19 at 12.30

Wemyss, David, Birkenhead, Coal Merchant. Birkenhead. Pet May 5. Ord May 5. Exam May 14

Wovenden, Henry, Sale, Cheshire, Aerated Water Manufacturer. Manchester. Pet May 7. Ord May 7. Exam May 19 at 1

FIRST MEETINGS.

Bishop, Frederick William, Totton, Eling, Hampshire, Brewer's Manager. May 20 at 3. Official Receiver, 4, East st, Southampton

Blaker, Benjamin, Portslade, Sussex, Coal Merchant, May 19 at 12. Chambers Commerce, Cheapside

Bryant, William, Coalpitheath, Gloucestershire, Grocer. May 16 at 11. Official Receiver, Bank chbrs, Bristol

Cheetham, Arthur, Nottingham, Ironmonger. May 16 at 12. Official Receiver, Exchange walk, Nottingham

Clark, William, New Sleaford, Lincolnshire, Glass Dealer. June 12 at 11. Official Receiver, 48, High st, Boston

Dempsey, William Patrick, Elton, Huntingdonshire, Saddler. May 19 at 12. County Court Offices, Peterborough
Denman, Arthur, Nottingham, Fish Salesman. May 19 at 11. Official Receiver, Exchange-walk, Nottingham
Fluke, George, Trowbridge, Wiltshire, Mason. May 16 at 3.30. Messrs. Clark and Collins, Solicitors, Trowbridge
Francis, Edward Albert, Trowbridge, Wiltshire, Grocer. May 16 at 4.15. Messrs. Clark and Collins, Solicitors, Trowbridge
Gollings, Robert, Fletton, Huntingdonshire, Brick Manufacturer. May 19 at 1 County Court Offices, Peterborough
Graham, Charles, Garston, Lancashire, Grocer. May 19 at 3. Official Receiver, Lisbon bldgs, Victoria st, Liverpool
Gray, Ralph, Durham, Currier. May 19 at 2.30. Hat and Feathers Inn, Market pl, Durham
Hall, Benjamin, Darlington, Durham, Boot Dealer. May 20 at 11. Official Receiver, 8, Albert rd, Middlesborough
Hayward, William, Bishops Nympton, Devonshire, Innkeeper. May 16 at 1. Carnarvon Arms Hotel, Dulverton
Hendriks, Alfred, Newhaven, Sussex, Solicitor. May 19 at 2.30. Chambers Commerce, Cheapside
Huntley, John Swan, Jarrow on Tyne, Durham, Tobacconist. May 20 at 12. Official Receiver, County chbrs, Westgate rd, Newcastle on Tyne
Hyde, George Cleveland, Croydon, Provision Merchant. May 19 at 12. Official Receiver, 109, Victoria st, Westminster
Johnston, James Aloysius, Barnet, Hertfordshire, Hotel Keeper. May 16 at 12.30. 28 and 29, St Swithin's lane, London, E.C.
Kent, Joseph, Langrickville, Lincolnshire, Farmer. June 12 at 11. Official Receiver, 48, High st, Boston
Knight, Edward Martin, Fountain ct, Aldermanbury, Merchant. May 20 at 1. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Levy, Barnard, Liverpool, Jeweller. May 20 at 2. Official Receiver, Lisbon bldgs, Victoria st, Liverpool
Lewis, Harris, Liverpool, Picture Frame Manufacturer. May 20 at 3. Official Receiver, Lisbon bldgs, Victoria st, Liverpool
Lewis, William, Llangafelach, Glamorganshire, Blacksmith. May 19 at 11. Official Receiver, 6, Rutland st, Swansea
Luttman, Edward, Miles Platting, Lancashire, Baker. May 20 at 12.30. Official Receiver, Ogden's chbrs, Bridge st, Manchester
Marsden, Robert, Oldham, Lancashire, Iron Planer. May 19 at 3. Official Receiver, Priory chbrs, Union st, Oldham
Mayhew, Irenseus, Hampton Wick, Stockbroker's Clerk. May 16 at 11. 28 and 29, St Swithin's lane
Mearbeck, John, Sheffield, Table Knife Manufacturer. May 19 at 1. Official Receiver, Figtree lane, Sheffield
Milborne, William, Bruton, Somersetshire, Tailor. May 17 at 12. George Hotel, Trowbridge
Oake, Richard, Willesden Green, Grocer. May 20 at 2. 33, Carey st, Lincoln's inn fields
Orwin, Leonard Frederick, Sheffield, Coal Miner. May 19 at 11. Official Receiver, Figtree lane, Sheffield
Palmer, Mary, Bath, Boot Maker. May 19 at 3. Official Receiver, Bank chmbrs, Bristol
Shelley, Henry, Sheffield, Butcher. May 19 at 3. Official Receiver, Figtree lane, Sheffield
Smithard, Edward, Harpurhey, Manchester, Grocer. May 20 at 12. The Official Receiver, Ogden's chmbrs, Bridge st, Manchester
Smithard, Henry, Oldham rd, Manchester, Grocer. May 20 at 11.45. The Official Receiver, Ogden's chmbrs, Bridge st, Manchester
Smithard, Henry, and Edward Smithard, Manchester, Grocers, May 20 at 11.30. The Official Receiver, Ogden's chmbrs, Bridge st, Manchester
Stansfield, William, Cononley, nr Skipton, Yorkshire, Overlooker. May 16 at 11. Official Receiver, Ivegate chmbrs, Bradford
Welch, Frederick Albert, Luton, Bedfordshire, Straw Hat Manufacturer. May 17 at 11.30. George Hotel, George st, Luton
Wemyss, David, Birkenhead, Coal Merchant. May 21 at 2. 48, Hamilton sq, Birkenhead
Wovenden, Henry, Sale, Cheshire, Aerated Water Manufacturer. May 21 at 11.30. The Official Receiver, Ogden's chmbrs, Bridge st, Manchester

The following amended notice is substituted for that published in the London Gazette of April 25, 1884.

Price, Charles Wetherell, Clifton, Bristol, Optician. May 16 at 12.30. Official Receiver, Bank chmbrs, Bristol

The following amended notice is substituted for that published in the London Gazette of May 2, 1884.

Harrison, Thomas, Alcester, Warwickshire, Needle Manufacturer. May 13 at 12. Priory Works, Alcester

ADJUDICATIONS.

Adam, Hugh, Jarrow, Durham, Joiner. Newcastle-on-Tyne. Pet April 30. Ord May 2
Anderson, Benjamin Featon, Crowle, Lincolnshire, Plumber. Sheffield. Pet April 21. Ord May 6
Armstrong, Emma, New Brentford, Corn Merchant. Brentford. Pet May 6. Ord May 6
Atkinson, Edward Fenton, Leeds, Licensed Victualler. Leeds. Pet May 1. Ord May 5
Barnden, George John, Brighton, Baker. Brighton. Pet April 18. Ord May 5
Bear, William, Padiham, Lancashire, Cotton Spinner. Burnley. Pet Feb 22. Ord May 7
Bishop, Frederick William, Eling, Hampshire, Brewer's Manager. Southampton. Pet May 6. Ord May 5
Dalglish, George Drummond Walker, 23, Notting-hill ter, Kensington. High Court. Pet Feb 27. Ord May 5
Daubney, Edward Samuel, Nottingham, Timber Merchant. Nottingham. Pet May 6. Ord May 6
Duckworth, John Edward, Liverpool, Joiner, Liverpool. Pet April 22. Ord May 6
Francis, Edward Albert, Trowbridge, Wiltshire, Grocer. Bath. Pet May 5. Ord May 5
Hewitt, Jane, Church rd, Essex rd, Islington, Provision Dealer. High Court. Pet March 24. Ord May 5
James, Benjamin, Hereford, Butcher. Hereford. Pet May 6. Ord May 7
Johnson, Robert, Sunderland, Confectioner. Sunderland. Pet April 10. Ord April 28
Johnston, William, Carlisle, Cattle Dealer. Carlisle. Pet April 10. Ord May 5
Kibble, George William, Cheltenham, Stonemason. Cheltenham. Pet May 1. Ord May 7
Lane, Thomas, Lewisham, Kent, Carman. Greenwich. Pet March 18. Ord May 6
Lawes, Charles Bennet, Michael's grove, Brompton, Sculptor. High Court. Pet March 24. Ord May 5
Lewis, William, Llangafelach, Glamorganshire, Blacksmith. Swansea. Pet May 3. Ord May 5
Lindsay, William Mollison, Ondine rd, East Dulwich, Banker's Clerk. High Court. Pet May 7. Ord May 7
Longstaff, George, Burslem, Staffordshire, Boot Dealer. Hanley, Burslem, and Tunstall. Pet April 21. Ord May 6
Lowe, John William, Kingston upon Hull, Commercial Traveller. Kingston upon Hull. Pet April 29. Ord May 7
Luttman, Edward, Miles Platting, Lancashire, Baker. Manchester. Pet May 6. Ord May 6
Marsden, Robert, Oldham, Lancashire, Iron Planer. Oldham. Pet May 3. Ord May 5
Maston, James, Otley, Yorkshire, Builder. Leeds. Pet March 29. Ord May 7
Mearbeck, John, Sheffield, Table Knife Manufacturer. Sheffield. Pet May 4. Ord May 5
Parsons, John George, Camberwell rd, Fancy Draper. High Court. Pet March 25. Ord May 5
Robinson, John Henry, Leamington, Warwickshire, Surgeon. Warwick. Pet April 18. Ord May 5
Scales, Joseph, Lexham gardens, Kensington, no occupation. High Court. Pet March 7. Ord May 5
Senior, John, and Speight Senior, Windmill Cragg, nr Shipley, Yorkshire, Boat Builders. Bradford. Pet April 2. Ord May 5
Shelley, Henry, Sheffield, Butcher. Sheffield. Pet May 5. Ord May 5
Simmons, Barnett Moses, Lanhill rd, St Peter's park, Paddington, Looking Glass Manufacturer. High Court. Pet March 28. Ord May 5
Slaymaker, Thomas, Merton, Surrey, Marine Store Dealer. Croydon. Pet March 28. Ord May 3
Smith, William Edward, Ramsgate, Builder. Canterbury. Pet April 22. Ord May 5
Soares, Alexandre Jacintho, St Benet's pl, Gracechurch st, Iron Merchant. High Court. Pet Feb 26. Ord May 5
Stamp, John, and William Stamp, Barton on Humber, Lincolnshire, Joiners. Gt Grimsby. Pet March 22. Ord May 5
, John, Brighton, Tobacconist. Brighton. Pet April 17. Ord May 5

RECEIVING ORDERS.

Beckett, William, Withernsea, Yorkshire, Timber Broker. Kingston upon Hull. Pet May 8. Ord May 8. Exam May 26 at 12 at Court house, Townhall, Hull
Bragg, Herbert, Exeter, Baker. Exeter. Pet May 9. Ord May 9. Exam May 28 at 11
Brogden, George, Hull, Grocer. Kingston upon Hull. Pet April 29. Ord May 8. Exam May 26 at 12 at Court house, Townhall, Hull
Brown, Frederick Sers, Southampton, Builders' Factor. Southampton. Pet April 23. Ord May 8. Exam May 21 at 12
Challis, David, Kirby Muxloe, Leicestershire, Wine Merchant. Leicester. Pet April 3. Ord April 17. Exam June 11 at 10
Clark, Job Thomas, Hanley, Staffordshire, Builder. Hanley, Burslem, and Tunstall. Pet May 9. Ord May 9. Exam June 11 at 11 at Townhall, Hanley
Cooper, John, jun, Ashford, Kent, Clothier. Canterbury. Pet Mar 31. Ord May 9. Exam May 23
Dawson, John, Leeds, Grocer. Leeds. Pet May 9. Ord May 9. Exam May 14 at 11
Earle, William John, Addlestone, Surrey, Smith. Kingston, Surrey. Pet May 10. Ord May 10. Exam June 13
Goffe, Charles, Hindon st, Pimlico, Boot Dealer. High Court. Pet May 7. Ord May 8. Exam June 13 at 11 at 34, Lincoln's inn fields
Harris, James, Drayton, Somersetshire, Innkeeper. Yeovil. Pet May 8. Ord May 8. Exam June 12
Harris, William John, Swindon, out of business. Warwick. Pet April 12. Ord May 10. Exam May 20
Hyamson, Samuel, Marquis rd, Canonbury, no occupation. High Court. Pet May 10. Ord May 10. Exam June 20 at 11 at 34, Lincoln's-inn-fields
Ingle, John Webster, Leeds, Timber Merchant. Leeds. Pet May 9. Ord May 9. Exam May 14 at 11
Latham, John, Birmingham, Jeweller. Birmingham. Pet May 9. Ord May 9. Exam June 12
Mare, Charles John, Finsbury circus, Ship Builder. High Court. Pet Mar 13. Ord May 9. Exam June 19 at 11 at 34, Lincoln's inn fields
Murgatroyd, Mary, Starbeck, nr Harrogate, Widow. York. Pet April 16. Ord May 9. Exam June 6 at 11
Muskett, George James, Diss, Norfolk, Draper, Ipswich. Pet May 9. Ord May 9. Exam May 23 at 3
Needham, Thomas, Castleford, Yorkshire, Plumber. Wakefield. Pet May 8. Ord May 8. Exam May 27
Newell, Francis, Tabernacle walk, Finsbury, Leather Merchant. High Court. Pet April 25. Ord May 9. Exam June 19 at 11 at 34, Lincoln's inn fields
Peacock, Thomas, New Church rd, Camberwell, Manufacturer of Children's Clothing. High Court. Pet May 10. Ord May 10. Exam June 12 at 11 at 34, Lincoln's inn fields
Pembleton, Elijah, Arnold, Nottinghamshire, Machine Builder. Nottingham. Pet May 8. Ord May 8. Exam June 17
Porter, James, Fenchurch st, Merchant. High Court. Pet May 8. Ord May 8. Exam June 19 at 11 at 34, Lincoln's inn fields
Reed, John Langham, and Edward Charles Bowen, Tokenhouse yard, Contractors for Public Works. High Court. Pet Feb 12. Ord May 9. Exam June 26 at 11 at 34, Lincoln's inn fields
Rennison, John Frederick, Hyde, Hendon, Horse Dealer. High Court. Pet Apr 19. Ord May 9. Exam June 19 at 11 at 34, Lincoln's inn fields
Shand, William Francis, Cannon st. High Court. Pet Apr 16. Ord May 8. Exam June 24 at 11 at 34, Lincoln's inn fields
Smith, William Henry, Nottingham, Printer. Nottingham. Pet May 8. Ord May 8. Exam June 17
Stanway, Richard, Newcastle under Lyme, Manufacturer of Clothes. Hanley, Burslem, and Tunstall. Pet May 10. Ord May 10. Exam June 11 at 11.30 at Townhall, Hanley
Thomas, William Evan, Wiston, Pembrokeshire, Builder. Pembroke Dock. Pet May 8. Ord May 8. Exam May 26 at 12 at County Court Offices, 2, Water st, Pembroke Dock
Tonkin, John, St Columb, Cornwall, Bootmaker. Truro. Pet May 8. Ord May 9. Exam May 29 at 11
Townley, Henry, Derby, Timber Merchant. Derby. Pet May 6. Ord May 9. Exam June 21
Turner, William, Leeds, Drysalter. Leeds. Pet May 8. Ord May 8. Exam May 14 at 11

The following Amended Notice is substituted for that published in the London Gazette of May 6, 1884.

Thornton, Joseph Rudolph, Fairfield, nr Liverpool, Wine Merchant. Liverpool. Pet May 2. Ord May 2. Exam May 19 at 11

FIRST MEETINGS.

Armstrong, Emma, High st, New Brentford, Middlesex, Corn Merchant. May 20 at 11. 28 and 29, St Swithin's lane
Beckett, William, Withernsea, Yorkshire, Timber Broker. May 21 at 2. The Hall of the Hull Incorporated Law Society, Lincoln's inn bldgs, Bowlalley lane, Hull
Bragg, Herbert, Exeter, Baker. May 23 at 11. Castle of Exeter, Exeter
Brown, Frederick Sers, Northam, Southampton, Builders' Factor. May 21 at 2. Official Receiver, 4, East st, Southampton
Challis, David, Kirkby Muxloe, Leicestershire, Wine Merchant. May 22 at 3. Official Receiver, 28, Friar lane, Leicester
Chenery, Anna, Thetford, Norfolk, Dressmaker. May 20 at 11. Official Receiver, Queen st, Norwich
Clark, Job Thomas, Hanley, Staffordshire, Builder. May 22 at 3. Official Receiver, Nelson pl, Newcastle under Lyme
Cowley, Henry Arnold, Watney st, Commercial rd East, Provision Merchant. May 22 at 11. 33, Carey st, Lincoln's inn
Dawson, John, Leeds, Grocer. May 23 at 11. Official Receiver, St Andrew's chmbrs, 22, Park row, Leeds

Fortune, Samuel, Nottingham, Yarn Agents' Salesman. May 20 at 11. Official Receiver, Exchange walk, Nottingham
Gillespie, Alexander Marshall, William Gillespie, and Colin MacAndrew Gillespie, Crutched Friars, Merchants. May 27 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Groom, Francis, Shaftesbury rd, Hammersmith, Solicitor's Clerk. May 26 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Harris, James, Drayton, Somersetshire, Innkeeper. May 22 at 1. Three Choughs Hotel, Yeovil
Hyman, Isaiah, Marquis rd, Canonbury. May 23 at 1. 33, Carey st, Lincoln's inn
Ingle, John Webster, Leeds, Timber Merchant. May 26 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
James, Benjamin, Hereford, Butcher. May 20 at 10.30. Official Receiver, 2, Offa st, Hereford
King, Richard, East Retford, Nottinghamshire, Outfitter. May 20 at 3. Official Receiver, 2, St Benedict sq, Lincoln
Latham, John, Birmingham, Jeweller. May 23 at 11. Official Receiver, Whitehall chbrs, Colmore row, Birmingham
Loder, James, Cheltenham, Cabinet Manufacturer. May 20 at 12. Plough Hotel, Cheltenham
Macgarr, Robert Thomas, Kingston upon Hull, Master Mariner. May 21 at 11. The Hall of the Hull Incorporated Law Society, Lincoln's inn bldgs, Bowlalley lane, Hull
Muskett, George James, Diss, Norfolk, Draper. May 22 at 2.15. Norfolk Hotel, Norwich
Needham, Thomas, Castleford, Yorkshire, Plumber. May 22 at 2. Official Receiver, Southgate chbrs, Southgate, Wakefield
Newell, Francis, Tabernacle walk, Finsbury, Leather Merchant. May 23 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Pembleton, Elijah, Arnold, Nottinghamshire, Machine Builder. May 22 at 11. Official Receiver, Exchange walk, Nottingham
Ringrose, Benjamin, Ulceby, Lincolnshire, Innkeeper. May 28 at 12.30. Official Receiver, 3, Haven st, Gt Grimsby
Rivett, William, Trafalgar st, Walworth rd, Cab Proprietor. May 22 at 1. 33, Carey st, Lincoln's inn
Robinson, William, Bishop Auckland, Durham, Boot Dealer. May 21 at 2.30. Hat and Feather Inn, Durham
Smith William Henry, Nottingham, Printer. May 21 at 11. Official Receiver, Exchange walk, Nottingham
Symons, Ann, and Annie Symons, Elgin crescent, Notting Hill, Stationers. May 23 at 12. 33, Carey st, Lincoln's inn
Thomas, William Evan, Weston, Pembrokeshire, Builder. May 21 at 2.30. County Court Office, Pembroke Dock
Tonkin, John, St Columb, Cornwall, Bootmaker. May 22 at 12. Official Receiver, Boscawen st, Truro
Townley, Henry, Derby, Timber Merchant. May 25 at 2.30. Official Receiver, St James's chbrs, Derby
Turner, William, Leeds, Drysalter. May 23 at 11. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds
The following Amended Notice is substituted for that published in the London Gazette of the 6th May, 1884.
Thornton, Joseph Rudolph, Fairfield, nr Liverpool, Wine Merchant. May 22 at 2. Official Receiver, Lisbon bldgs, Victoria st, Liverpool

ADJUDICATIONS.

Baynes, Richard, Liverpool, Mortgage Broker. Liverpool. Pet Jan 25. Ord May 9
Bragg, Herbert, Exeter, Baker. Exeter. Pet May 9. Ord May 9
Chenery, Anna, Thetford, Norfolk, Dressmaker. Norwich. Pet May 5. Ord May 9
Colledge, Joseph Chicken, St Kilda's rd, Stoke Newington. High Court. Pet Mar 14. Ord May 8
Davey, William Hingston, Jamaica rd, Bermondsey, Draper. High Court. Pet Mar 12. Ord May 8
Deveria, Paul, New Broad st, Silk Merchant. High Court. Pet Mar 27. Ord May 8
Evans, David, Machynlleth, Montgomeryshire, Tanner. Aberystwith. Pet April 17. Ord May 9
Green, Leeson, Nottingham, Grocer. Nottingham. Pet April 16. Ord May 10.
Harley, Edward John, Cardiff, Ship Owner. Cardiff. Pet April 16. Ord May 10
Hiscock, John, Brighton, Licensed Victualler. Brighton. Pet April 23. Ord May 8
Holness, John, Amesbury, Wiltshire, Public House Manager. Salisbury. Pet April 19. Ord May 8
Hook, Edward, Gt Yarmouth, Fish Merchant. Gt Yarmouth. Pet April 5. Ord May 10
Iliff, Richard, Sunderland, Iron Ship Builder. Sunderland. Pet Mar 29. Ord May 9
Jacobs, Marcus, Kingsland, Clothier. High Court. Pet April 1. Ord May 8
Johnson, Francis, Torquay, Draper. Exeter. Pet April 23. Ord May 8
Judge, Urban, Ilford, Essex, Grocer. Chelmsford. Pet April 25. Ord May 10
King, Richard, East Retford, Nottingham, Outfitter. Lincoln. Pet May 7. Ord May 9
Kitching, Samuel William, Sheffield, Grocer. Sheffield. Pet April 10. Ord May 8
Latham, John, Birmingham, Jeweller. Birmingham. Pet May 9. Ord May 10
Lee, William Julius, and Thomas Cartwright, Liverpool, Ship Brokers. Liverpool. Pet April 5. Ord May 8
Mayhew, Irenæus, Hampton Wick, Stockbroker's Clerk. Kingston. Pet May 5. Ord May 9
Needham, Thomas, Castleford, Yorkshire, Plumber. Wakefield. Pet May 8. Ord May 9
Palmer, Mary, Bath, Bootmaker. Bath. Pet May 5. Ord May 10
Parker, Henry, Ampfield, Hampshire, Farmer. Winchester. Pet March 28. Ord May 8
Poxon, George, Gt Yarmouth, Bricklayer. Gt Yarmouth. Pet April 16. Ord May 10
Ringrose, Benjamin, Ulceby, Lincolnshire, Innkeeper. Gt Grimsby. Pet May 6. Ord May 8
Rowley, James, jun, Walsall, Staffordshire, Builder. Walsall. Pet April 24. Ord May 9
Saunders, Edward James, Springfield, Essex, Carpenter. Chelmsford. Pet April 23. Ord May 10
Smithard, Henry, and Edward Smithard, Manchester, Grocers. Manchester. Pet May 5. Ord May 9
Sykes, Dan, Stonehouse, Gloucestershire, Commission Agent. Gloucester. Pet April 22. Ord May 8
Thomas, William Evan, Wiston, Pembrokeshire, Builder. Pembroke Dock. Pet May 8. Ord May 8
Terkildsen, Lauritz Theodore, Sunderland, Ship Broker. Sunderland. Pet April 7. Ord May 9
Townley, Henry, Derby, Timber Merchant. Derby. Pet May 6. Ord May 9
The following Amended Notice is substituted for that published in the London Gazette of the 6th May, 1884.
Thornton, Joseph Rudolph, Fairfield, nr Liverpool, Wine Merchant. Liverpool. Pet May 2. Ord May 3

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